

Indemnitor/Guarantor Checklist

Date: _____
Defendant: _____
Jail: _____
IMPORTANT: Read and Initial acknowledging that you understand your obligations as Indemnitor.

Bond #: _____
Bond Amount: _____
Premium Amount: _____
Amount Paid: _____
Unpaid Balance: _____
Cash Collateral: _____

- ___ 1. I have read and received a copy of the Indemnity Agreement for Surety Bail Bond.
- ___ 2. This checklist is intended to clarify and further explain your obligations under the Indemnity Agreement which is the entire contract with the bail agency. There are no additional terms nor are there any exemptions to the contract, either in writing or verbally, that limit my responsibility under the Indemnity Agreement.
- ___ 3. I understand I am responsible to make the payments for money due on the premium as described above. Finance charges are computed on unpaid balances on the 30th day of each month at a rate of ten (10%) percent per annum. There is a ___ percent late fee on all scheduled payments not received within five (5) business days of the due date.
- ___ 4. I understand I am responsible for paying the full amount of the bond posted including any interest and costs as ordered by the court if the defendant does not appear in court for every appearance and any other time ordered by the court until the defendant is sentenced or the case is dismissed by the court.
- ___ 5. A forfeiture of the bail will be entered by the court if the defendant fails to make any court appearance. I understand that if the bond is ordered forfeited and it is not ordered reinstated or exonerated that I must pay the full amount of the bail forfeited to the bail agency.
- ___ 6. I understand that if it becomes necessary to arrest and surrender the defendant that I am responsible for paying for the cost of the investigation, location and apprehension time; pursuant to Title 10 CCR 206 (c). I will be billed for actual, necessary and reasonable expenses.

Investigation costs will begin to accrue after a court forfeiture or when any co-signor requests the defendant be placed back in custody or when any condition exists as defined in the Indemnity Agreement, specifically, but not limited to Sections Five (5) and Eleven (11). If no investigation costs have been incurred prior to a voluntary surrender of defendant at the jail facility of the court specified on the bail receipt then there will be no investigation costs charged. Reasonable court costs, as described in number Eight (8) of this checklist will be charged if applicable and a receipt will be provided.
- ___ 7. I understand that if the bail is ordered forfeited by the court that I am responsible to pay court costs and reasonable appearance fees for the bail agency to reinstate or exonerate the bail including legal fees incurred in making application to a court for an order to vacate or to set aside the order of forfeiture or Summary Judgment or any other relief sought.
- ___ 8. I understand that if I breach the Indemnity Agreement by non payment or any other action as defined by the Agreement, I am responsible for reasonable attorney fees and costs.
- ___ 9. I understand that collateral securing the bail cannot be released until all bonds posted for the defendant have been exonerated and written notice from the court is provided to the bail agency. I understand that the collateral deposited may be used as payment or reimbursement for any liabilities, losses, costs, damages, and expenses incurred by the bail agency or surety as a result of executing the bail bond(s).
- ___ 10. I understand that substitution of collateral is done at the discretion of the surety and the bail bonding agency. There are no agreements to substitute collateral at a future date.
- ___ 11. I understand that it is my responsibility to request return of any collateral provided. The process of returning the collateral may be delayed if the bail agency has to research and verify with the court the status of the case. If I provide written verification from the court of the bond exoneration the process may be faster.
- ___ 12. I declare that all statements made on the application and the financial statement are true. I agree to notify the bail agency within 48 hours of any changes including, but not limited to, any change of address or employment of either myself or the criminal defendant.
- ___ 13. I understand that my obligations under the Indemnity Agreement are joint and several. This means that I may be held solely and individually liable for up to the full amount owed for any and all charges, even if there are other cosigners on the agreement.

I have read and understand the above.

Indemnitor Name

Indemnitor Signature