

**Golden Eagle Bail Bonds: Bankers Insurance**  
**Indemnitor/Defendant Guarantor checklist**

**Date:** \_\_\_\_\_

**Bail Amount:** \_\_\_\_\_

**Defendant :** \_\_\_\_\_

**Bail Premium :** \_\_\_\_\_

**Jail :** \_\_\_\_\_

**Amount Paid:** \_\_\_\_\_

**Bond No.** \_\_\_\_\_  
(Initial here)

**Balance Due:** \_\_\_\_\_

- \_\_\_\_\_ 1. I have read and received a copy of the standard surety bail bond agreement.
- \_\_\_\_\_ 2. This indemnitor/guarantor checklist is intended to clarify and explain the standard surety bail bond agreement.
- \_\_\_\_\_ 3. I understand I am responsible to make the payments for money due on the premium as described above. There is a 10% percent late fee on all scheduled payments not received within five days of the due date.
- \_\_\_\_\_ 4. I understand I am required to pay the amount of the bail premium every year, in advance hereafter, until the surety is legally discharged from all liability on the bonds posted.
- \_\_\_\_\_ 5. I understand I am responsible for paying the full amount of the bond posted if the defendant does not appear in court, for every appearance and any other time ordered by the court, until defendant is sentenced or the case is dismissed/exonerated by the court.
- \_\_\_\_\_ 6. 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.
- \_\_\_\_\_ 7. I understand I am responsible if it becomes necessary to arrest and surrender the defendant. That I am responsible for paying the Investigation, location and apprehension time; pursuant to title 10 CCR 2081 (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-signer requests the defendant be placed back in custody or when any condition exists as defined in the bail bond agreement, specifically, but not limited to Section Five and Eleven. 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 there will be no investigation cost charged. Reasonable court costs, as described in Paragraph 8 of this checklist, will be charges if applicable and receipt will be provided.

- \_\_\_\_\_ 8. I understand that if the bail is ordered forfeited by the court, that I am responsible to pay court costs and reasonable appearance fees ( a minimum of \$100 ) for the bail agency to reinstate or exonerate the bail bond if necessary.
- \_\_\_\_\_ 9. I understand that if I breach the bail bond agreement, by non payment or any other action as defined by the bail agreement, I am responsible for any collection actions taken, including attorney fees and costs. Attorney's fees are minimum of \$100 an hour. If any collection action needs to be taken a minimum \$100 fee will be charged.
- \_\_\_\_\_ 10. I understand that collateral can not released until all bonds posted on behalf for the defendant have been exonerated, and written notice from the court provided to the bail agency.
- \_\_\_\_\_ 11. 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.
- \_\_\_\_\_ 12. I understand that it is my responsibility to request return of any collateral provided. There may be delay of return of collateral until bail agency has researched the exoneration date and verified the bail bond status with the appropriate courts. This process may be faster if I obtain written verification of the bond exoneration from the court and provide it to the bail agency.
- \_\_\_\_\_ 13. This check list is intended to explain and clarify the standard bail agreement, which is the entire contract with the bail agency. There no additional terms nor are there any exemptions to the contract, either in written or verbally, that limit my responsibility under the bail agreement.
- \_\_\_\_\_ 14. I declare that all statements made on the application and financial statement is true to the best of my knowledge. 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 defendant.
- \_\_\_\_\_ 15. I understand the obligation under this agreement is joint with the defendant. 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.
- \_\_\_\_\_ 16. Agreement of Venue: I agree that if legal action between the parties concerning this bail bond is brought, it shall be brought in and before a federal or state court in Orange County in the State of California.

**\*\*I have read and agree with the above declarations and understand my responsibilities and obligation as indemnitor/guarantor.\*\***

**Indemnitor name :** (print) \_\_\_\_\_ **Date :** \_\_\_\_\_

**Indemnitor signature :** \_\_\_\_\_

**Indemnitor name :** (print) \_\_\_\_\_ **Date :** \_\_\_\_\_

**Indemnitor signature :** \_\_\_\_\_

**Defendants name :** (print) \_\_\_\_\_ **Date :** \_\_\_\_\_

**Defendants signature :** \_\_\_\_\_