

 <p><b>TOKIOMARINE HCC</b></p> <p>AMERICAN CONTRACTORS INDEMNITY COMPANY Bail USA, Inc. 157 Main St. / P.O. Box 806 Greenville, PA 16125 phone: main 800 245-0366 email: <a href="mailto:info@bailusa.net">info@bailusa.net</a></p>	<p>BAIL PRODUCER: [stamp must include name, address phone no., email and license no.]</p>
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## BAIL CONTRACT AND AGREEMENT OF INDEMNITY

THIS IS A BINDING LEGAL AGREEMENT. **READ ALL PAGES CAREFULLY!** YOU MAY WISH TO CONSULT AN ATTORNEY. DO NOT SIGN THIS AGREEMENT UNTIL YOU UNDERSTAND ALL OF ITS CONTENTS. NO FIRMEESTE CONTRATO HASTA QUE LO HAYA LEÍDO CUIDADOSAMENTE Y ENTENDER TODOS SUS CONTENIDOS

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or Producer of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within The Department of Regulatory Agencies.

THIS BAIL CONTRACT AND AGREEMENT OF INDEMNITY ("Contract") is entered into between the undersigned co-signer, guarantor, third-party indemnitor, defendant and/or applicant ("Indemnitor") on one hand and the undersigned bail bonding agent ("Producer") and the Producer's appointing bail insurance company, American Contractors Indemnity Company, collectively known as the "SURETY" on the other. Indemnitor has applied to surety for a bail bond, also known as an appearance bond ("Bond"), which undertaking by SURETY is incorporated *herein as though fully set forth and is described as follows:*

DEFENDANT (the person who must appear in court)		BOND AMOUNT	
COURT NAME (court where charges pending and Defendant must appear)		COURT CASE NUMBER	
PRODUCER NAME (BAIL BONDING AGENT)		PRODUCER LICENSE NUMBER	
BOND PREMIUM	FILING FEE (court/jail posting & filing fees paid by posting Bail Agent)	POWER NUMBER	COLLATERAL AMOUNT
INDEMNITOR NAME		DESCRIPTION AND CONDITION OF COLLATERAL (BE SPECIFIC)	
<b>All information must be supplied if available</b>			

**FOR VALUABLE CONSIDERATION the receipt and sufficiency of which is hereby acknowledged, Indemnitor agrees as follows:**

1. Real Property Pledged as Security. A promissory note, secured by a deed of trust in real property: [check one]  HAS /  HAS NOT been pledged as security for losses that may be sustained by the SURETY.
2. By signing below, I affirm that I have received via electronic email a copy of ALL forms associated with this transaction:  "Bail Contract & Agreement of Indemnity",  "Disclosure Statement",  "Premium Receipt",  "Collateral Receipt",  "Premium Payment Plan",  "Promissory Note & Installment Payment Plan For Unpaid Premium",  "Disclosure of Deed of Trust",  "Secured Promissory Note and Real Property Disclosure",  "Deed of Trust".

INDEMNITOR / DEFENDANT NAME – PRINT	INDEMNITOR NAME - PRINT	PRODUCER NAME - PRINT (§ 10-2-705)	DATE
INDEMNITOR / DEFENDANT NAME – SIGNATURE	INDEMNITOR NAME - SIGNATURE	PRODUCER NAME - SIGNATURE (§ 10-2-705)	DATE

Translation Request - solicitud de traducción\_q [marquee / la cassilla si se requiere traducción] (If you cannot read or understand English, please check this box.) If box is checked the following must be completed Translation Certification. The undersigned translator makes this affidavit and hereby certifies, under penalty of perjury, that he/she read verbatim and translated this entire document, including the second page, and all related bond application documents including disclosures, promissory notes, security instruments and trust deeds, to the Indemnitor(s) signing below in his/her primary language.

TRANSLATOR: (print name) \_\_\_\_\_ (signature) \_\_\_\_\_ DATE: \_\_\_\_\_

Translator's address: \_\_\_\_\_

Confirmo por firmar con mis iniciales qu este contrato ha sido traducido completamente a mi satisfacción. Indemnitor Initials: \_\_\_\_\_ (I confirm by my affixing my initials that this contract has been translated to my satisfaction)

3. Appearance in Court by Defendant is Mandatory. Indemnitor will cause the Defendant to physically appear before the court on the date and at the time required each and every time the Defendant is required to appear.
4. Indemnity and Reimbursement. Indemnitor agrees to reimburse SURETY for all loss, damage and expense incurred by reason of executing and posting the Bond. Indemnitor agrees to indemnify and hold SURETY harmless from all forfeitures, forfeiture judgments, demands, suits, and court proceedings related thereto, including attorney's fees and expenses incurred by SURETY with respect thereto, and from all damage, loss and expense, of any nature whatsoever, that SURETY may sustain as a consequence of having posted the Bond and any continuation, extension, alteration or replacement thereof, plus interest at the rate of twelve (12%) percent per annum. Indemnitor further agrees to pay all costs and expenses of apprehending or attempting to apprehend and return the Defendant to custody, including but not limited to fees and expenses of bail recovery agents and services.
5. Bond Revocation. SURETY, in its sole discretion, upon giving notice of bond revocation to appropriate authorities, may revoke the Bond and return the Defendant to custody at any time. Indemnitors waive any and all entitlement to prior notice of Bond revocation and the return of the Defendant to custody by SURETY.
6. Collateral. All collateral tendered to SURETY by Indemnitor is tendered as security to assure the SURETY that the Defendant will comply with the conditions of the Bond and that the SURETY will sustain no loss or expense. All collateral will be separately held by SURETY, without use, except as provided herein.
7. Indemnitor is entitled to receive a signed Collateral Receipt from the Producer to whom collateral is tendered. If collateral was tendered in connection with the Bond, Indemnitor acknowledges that the Producer provided Indemnitor with a signed original Collateral Receipt that accurately describes the collateral and its condition upon receipt by the Producer.
8. SURETY may use, sell or otherwise liquidate collateral, in a reasonable manner, to satisfy losses sustained as a result of the issuance of the Bail Bond after the expiration of thirty calendar (30) days following the entry of a bond forfeiture order by the Court. Additional authorized uses of the collateral and its proceeds include: (a) Actual costs for daily storage fees incurred by SURETY at public self-service storage facilities used to hold collateral; (b) The balance due on the premium, posting and filing fees due for the Bond; (c) Expenses and costs incurred to apprehend and return Defendant to custody, including the fees and expenses of bail recovery agents, also known as bounty hunters, and bail recovery services.
9. Collateral will only be returned to the same person who pledged the collateral.
10. Collateral will be returned within fourteen (14) working days after receipt of a Certificate of Discharge or a true copy of the court order releasing and discharging the Bond. Trust Deeds upon real property will be released within thirty-five (35) working days after SURETY receives a Certificate of Discharge, or a true copy of the Court order releasing and discharging the Bail Bond from an INDEMNITOR. It is the Indemnitor's responsibility to provide SURETY with this documentation at the address of either the Producer, or Surety, as shown above.
11. Bond Claims/Forfeiture/Remission. SURETY has the exclusive right, in its sole and absolute discretion, to determine whether any claim or demand upon the Bond shall be paid, compromised, defended, appealed and whether to seek remission. Evidence of payment made by SURETY as a result of a bond claim, a forfeiture or Defendant's failure to appear shall be conclusive evidence of such payment and shall be binding upon Indemnitor and his/her estate both as to the propriety of such payment and the liability of Indemnitor to SURETY therefor.
12. Other Costs Due Upon a Failure to Appear. The SURETY may establish an investigative file to facilitate apprehension of the Defendant. The cost to establish such file is \$100.00, which is due and payable upon the Defendant's failure to appear. Indemnitor further agrees to pay for the actual time spent by the Producer or the associates of the Producer, at a reasonable hourly rate, for necessary administrative actions and filings required of the SURETY relating to the Defendant's failure to appear.
13. Modifications in Writing. Any waiver, alteration or modification of any of the printed provisions of this Contract shall be valid only if in writing and signed by the SURETY.
14. All obligations of the Indemnitor hereunder are irrevocable and shall be binding upon the legal representatives, successors and assigns of the Indemnitor. This Contract remains in force and is not terminated, modified or otherwise affected by: (a) Revocation of the Bond; (b) Any change in the status of the SURETY'S liability under the Bond; (c) Any change in the location, nature or status of court proceedings in which Defendant must appear, or (d) Any change in Defendant's whereabouts, physical condition or legal capacity.
15. A material false statement made on any of the paperwork associated with the Bond application shall be cause for revocation of the Bond and return of the Defendant to custody.
16. If a premium refund is ordered by the court after a bond is posted, premium will be returned in the amount and within the time specified in the court order. If the bail bond is not posted within twenty four hours, as required by law, all monies paid to the Producer must be returned within forty eight hours.
17. It is agreed that the SURETY relied upon Indemnitor's promises to fulfill all obligations under this contract, and upon the truth and accuracy of information supplied by Indemnitor on all associated bond application documents when making the decision to authorize, issue and post the Bond, and further agrees that the Bond would not have been posted in the absence of same.
18. Any tender of payment made with a bad check, a check or other instrument returned for insufficient funds, stopped, or that is otherwise refused upon presentment, constitutes a default. Indemnitor shall be liable for all associated costs of collection, handling fees, damages, reasonable attorney's fees and penalties arising from such tender.
19. SURETY is under no obligation to allow the substitution of new or different collateral for the collateral originally tendered by Indemnitor. Substitution of collateral shall be at the sole discretion of the SURETY.
20. In the event revocation is requested by any indemnitor, the revocation request must be in writing. SURETY is under no obligation to revoke the Bond upon the request of any indemnitor. Indemnitor acknowledges that a request for bond revocation will involve fees and expenses including, but not limited to, obtaining a certified copy of the Bond, locating, apprehending and returning the Defendant to the proper authorities, preparing and filing documents necessary to obtain a release and discharge of the Bond, and Indemnitor further acknowledges liability for all such, fees, costs and expenses, including attorney's fees and costs associated therewith.

21. If this contract is executed by more than one indemnitor, each indemnitor shall be jointly and severally liable under this Contract.
22. Singular words in this Contract shall be construed and deemed to include the plural of the word where more than one person is executing this Contract.
23. The failure of SURETY to enforce any provision of this Contract for any period of time shall not be construed as a waiver of that provision, nor shall the SURETY'S forbearance from enforcing any provision be construed as a waiver of its right to enforce any other provision of the Contract in the future.
24. This Contract shall be construed and interpreted in accordance with Colorado law and shall favor its enforceability as a whole. If any provision is found to be unenforceable, the remaining Contract provisions shall be enforceable.
25. Privacy Waiver - Indemnitor. Indemnitor authorizes SURETY to obtain, review and investigate all information supplied by any Indemnitor on the bond application, including his/her credit history and details concerning Indemnitors relationship with Defendant. The SURETY never sells this information to third-parties. The SURETY reserves the right to disclose the foregoing information to state insurance regulators, business affiliates of SURETY and, in the event of a failure of the defendant to appear, to provide all such information to persons engaged by surety to investigate, apprehend and return the Defendant to custody, and will be used to assure principal's appearance as required by the Bond. Indemnitor irrevocably waives all privacy claims against any person who releases the foregoing confidential information to SURETY or anyone acting on its behalf in connection with efforts to return the Defendant to custody or to otherwise enforce the terms of this Contract.
26. Privacy Waiver of Defendant. (If Indemnitor is also the Defendant and principal of the Bond). Defendant irrevocably waives his/her rights with respect to the Privacy Act, waives all claim against any person who releases any information to surety, or anyone acting on its behalf of the surety in connection with bail recovery and efforts to return of Defendant to custody. Defendant authorizes his/her co-signers, indemnitors, guarantors, relatives, friends, business affiliates, employers, the Social Security Administration, the Internal Revenue Service, State Regulatory Departments and Agencies, the Armed Forces of the United States, State Motor Vehicle Departments and Agencies, all Municipal, County, State and Federal law enforcement agencies, bankers, lenders, credit reporting companies, telephone, cable and communication companies, postal authorities, and any other persons or organizations with information concerning the Defendant, upon request of surety or its authorized representatives, to disclose, release and provide all such information to surety, with impunity, and without concern or recourse or claim from the Defendant about a violation of the Defendant's right of privacy, which rights are herein expressly waived. Defendant acknowledges that any and all information obtained by surety in the course of application for the Bond will be used for the purpose of assuring principal's appearance as required by the Bond.