



**TOKIO MARINE  
HCC**

AMERICAN CONTRACTORS INDEMNITY COMPANY  
Bail USA, Inc.  
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Bail Producer's Name, Address, Phone , email & Bail License #

**BAIL BOND DISCLOSURE FORM**

Agent \_\_\_\_\_ Defendant \_\_\_\_\_ Charge \_\_\_\_\_

Court \_\_\_\_\_ County \_\_\_\_\_ Date of Bond \_\_\_\_\_

Bond Amount \_\_\_\_\_ Bond Number \_\_\_\_\_

Indemnitor(s) \_\_\_\_\_

**Initial Fees (non-refundable)**

\_\_\_\_\_ Bond Premium (Maximum of no more than 10%, Minimum: \$25.00)

\_\_\_\_\_ Document preparation (Not to exceed \$20.00 per set of bond forms)

\_\_\_\_\_ Credit card fee (Not to exceed 5% of amount charged to credit card)

\_\_\_\_\_ Total Initial Fees

**Additional Fees**

Limited to actual and reasonable expenses required because defendant fails to appear before the courts at all designated times, or fails to comply with the court order, or fails to comply with the terms of the bail bond agreement and/or any promissory notes pertaining to that agreement.

**Mileage expense:** Is the amount allowed by the IRS for standard business mileage.

**Apprehension Expense:** Includes meals at mid-range restaurants, lodging at mid-range hotels, and transportation at no more than coach fares.

**Collateral Expense Fees:** Actual expenses to obtain collateral; and, storage expense if in secured storage area, limited to actual expense.

**Grounds for revocation of bond:** Should defendant violate any of the following, the defendant shall be subject to immediate bond revocation and defendant and/or indemnitor(s) shall be subject to all the costs incurred to return defendant to the Courts. Grounds for revocation include the following:

- (a) The defendant or indemnitor(s) provide materially false information on the bail bond application;
- (b) the court's increasing the amount of bail beyond sound underwriting criteria employed by the bail bond agent or bail bond surety;
- (c) a material and detrimental change in the collateral posted by the defendant or one acting on defendant's behalf;
- (d) the defendant changes his/her address or telephone number or employer without giving reasonable notice to the bail bond agent or bail bond surety;
- (e) the defendant is arrested for another crime, other than a minor traffic violation, while on bail;
- (f) the defendant is back in jail in any jurisdiction and revocations can be served prior to the defendant being released;
- (g) failure by the defendant to appear in court at the appointed time(s);
- (h) a finding of guilt against the defendant by a court of competent jurisdiction;
- (i) requested by the indemnitor(s) based on reasons (a) through (h) above. Items (A) through (h) pertain to the defendant; items (a), (c), (e), (g), and (i) pertain to indemnitors, if any.

**Collateral:** The following has been given as collateral to guarantee all court appearance of defendant until bond is exonerated by above said court:

The following amount has been given as collateral to guarantee payment of bond fees: \_\_\_\_\_

In the event judgment is entered against the surety or its agent, or the bonding fee is not paid in accordance to the terms of the bail bond agreement and its promissory note(s), if any, following written notice to the undersigned of such judgment or non- payment, the undersigned authorizes American Contractors Indemnity Company or its agent(s) to convert the appropriate collateral to collect the judgment or the unpaid bond fees. Should proceeds from the sale of the appropriate collateral be insufficient to cover the outstanding balance due, the defendant and/or indemnitor(s) agree to be personally liable for the difference. Should proceeds from the sale exceed the outstanding balance; the difference will be returned to the depositor of the collateral. The signature(s) below constitutes acknowledgment of a Bill of Sale for the collateral and defendant and indemnitor(s) acknowledge a receipt of such.

By signing below I certify that I have read and understand this disclosure form, the bail bond agreement and its attached promissory note(s), if any. I certify under penalty of perjury that all information given to American Contractors Indemnity Company and its agent(s), verbally and in writing on all documents relevant to this bond are true and accurate. Indemnitor(s) agrees that should they request American Contractors Indemnity Company or its agent(s) to revoke defendant's bond, with or without probable cause, indemnitor(s) will be responsible to pay American Contractors Indemnity Company or its agent(s) for their time returning the defendant to the jail at the rates stated above in additional fees, and, if requested by the indemnitor(s) to revoke the bond without probable cause, indemnitor(s) will be responsible to reimburse defendant for bond fees.

Date \_\_\_\_\_ Defendant \_\_\_\_\_

Date \_\_\_\_\_ Indemnitor(s) \_\_\_\_\_

Date \_\_\_\_\_ Depositor \_\_\_\_\_

I, \_\_\_\_\_, agent of American Contractors Indemnity Company, certify that I have given a copy of all documents pertaining to this bail bond agreement to the defendant and/or indemnitor(s) at the time said bail bond agreement was executed.

Date \_\_\_\_\_ Bail Bond Agent \_\_\_\_\_