

# JC BAIL BONDS AGENCY LLC

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## INDEMNITOR CHECKLIST

DATE:\_\_\_\_\_ BOND AMOUNT:\_\_\_\_\_ DEFENDANT:\_\_\_\_\_

INDEMNITOR(S):\_\_\_\_\_ BAIL AGENT# \_\_\_\_\_

\_\_\_\_ 1. I (WE) HAVE READ AND RECEIVED A COPY OF THE STANDARD **JC BAIL BONDS AGENCY LLC** AGREEMENT FOR A SURETY ON A BAIL BOND.

\_\_\_\_ 2. THIS INDEMNITOR CHECK LIST IS INTENDED TO CLARIFY AND EXPLAIN THE STANDARD JC BAIL BONDS AGENCY AGREEMENT FOR BEING SURETY ON BAIL BOND.

\_\_\_\_ 3. I (WE) UNDERSTAND THAT I (WE) AM RESPONSIBLE TO MAKE PAYMENTS FOR THE MONEY DUE ON THE PREMIUM AS DESCRIBED ABOVE. FINANCE CHARGES ARE ARE COMPUTED ON UNPAID BALANCES ON THE 30TH DAY OF EACH MONTH AT THE RATE OF **9%** PER ANNUM. THERE IS A **3%** LATE FEE ON ALL SCHEDULE PAYMENTS NOT RECEIVED WITHIN FIVE DAYS OF THE DUE DATE. (**NOTE:** THE INSURANCE COMPANY IS NOT PARTY TO ANY PREMIUM FINANCING). ANY FINANCIAL AGREEMENT IS STRICTLY BETWEEN THE BAIL AGENT/AGENCY AND THE INDEMNITOR.

\_\_\_\_ 4. IF THE CRIMINAL DEFENDANT FAILS TO APPEAR IN COURT, A WARRANT WILL BE ISSUE FOR HIS/ HER ARREST. IF THAT HAPPENS OR IF THE DEFENDANT OTHERWISE VIOLATES THE TERMS OF THE CONTRACT THE BAIL BOND COMPANY WILL TAKE EVERY MEASURE NECESSARY TO PROTECT ITS INTEREST AND PREVENT A FORFEITURE OF THE BOND. THE COST OF THESE EFFORT, WHICH MAY INCLUDE EXTENSIVE PROFESSIONAL INVESTIGATIVE WORK AND OR OTHER MEASURES TO LOCATE AND OR RETRIEVE THE DEFENDANT ARE CHARGEABLE TO THE INDEMNITOR(S) AS A EXPENSE IN ADDITION TO AND SEPARATE FROM PREMIUM CHARGE FOR THE BOND AND WILL BE CHARGED TO THE INDEMNITOR(S) REGARDLESS OF WHETHER OR NOT THE BOND WAS FORFEITED.

\_\_\_\_ 5. A FORFEITURE OF THE BAIL WILL ENTERED BY THE COURT IF THE DEFENDANT FAILS TO MAKE ANY COURT APPEARANCE. I (WE) UNDERSTAND THAT IF THE BOND IS ORDERED FORFEITED AND IT IS NOT ORDERED REINSTATED, OR EXONERATED WITHIN THE TIME ALLOWED BY LAW, THAT I (WE) MUST PAY THE FULL AMOUNT OF THE BAIL FORFEITED PLUS EXPENSES TO THE BAIL AGENT/AGENCY.

\_\_\_\_ 6. I (WE) UNDERSTAND THAT I (WE) ARE RESPONSIBLE IF IT BECOMES NECESSARY TO ARREST AND SURRENDER THE DEFENDANT AND THAT I (WE) AM RESPONSIBLE FOR PAYING ALL REASONABLE COST INCURRED FOR LOCATING, APPREHENDING, TRANSPORTING AND SURRENDERING THE DEFENDANT TO CUSTODY. INVESTIGATION COST WILL BEGIN TO ACCRUE AFTER COURT A COURT FORFEITURE OR WHEN ANY CO-SIGNER REQUEST THE DEFENDANT BE PLACE BACK INTO CUSTODY OR WHEN ANY CONDITION EXIST AS DEFINED IN THE BAIL BOND AGREEMENT. IF NO INVESTIGATION COST HAVE BEEN INCURRED PRIOR TO A VOLUNTARY SURRENDER OF THE DEFENDANT AT THE JAIL FACILITY OF THE COURT SPECIFIED ON THE BAIL RECEIPT THERE WILL BE NO INVESTIGATION COST CHARGED. REASONABLE COURT COSTD, AS DESCRIBE IN PARAGRAPH 7 OF THE CHECK LIST WILL BE CHARGE IF APPLICABLE AND INVOICE WILL BE PROVIDED.

\_\_\_\_ 7. I (WE) UNDERSTAND THAT IF THE BAIL IS ORDER FORFEITED BY THE COURT THAT I (WE) ARE RESPONSIBLE TO PAY COURT COST AND REASONABLE ATTORNEY FEES (A MINIMUM OF \$500-) FOR THE BAIL AGENT TO REINSTATE OR EXONERATE THE BAIL BOND IF NECESSARY.

\_\_\_\_\_ 8. I (WE) UNDERSTAND THAT I (WE) BREACH THE BAIL AGREEMENT BY NON PAYMENT OR ANY ACTION AS DEFINED BY THE BAIL AGREEMENT, I (WE) ARE RESPONSIBLE FOR ANY COLLECTION ACTION TAKEN INCLUDING ATTORNEY FEES AND COST.

\_\_\_\_\_ 9. I (WE) UNDERSTAND THAT MY COLLATERAL CANNOT BE RELEASED UNTIL ALL BONDS POSTED ON MY BEHALF FOR THE DEFENDANT HAVE BEEN EXONERATED AND WRITTEN NOTICE FROM THE COURT HAS BEEN RECEIVED BY THE BAIL BOND AGENCY

\_\_\_\_\_ 10. I (WE) UNDERSTAND THAT SUBSTITUTION OF COLLATERAL IS DONE AT THE DISCRETION OF THE SURETY AND THE BAIL BONDING AGENCY.

\_\_\_\_\_ 11. I (WE) UNDERSTAND THAT IT IS MY RESPONSIBILITY TO REQUEST RETURN OF ANY COLLATERAL PROVIDED. THERE MAY BE A DELAY OF COLLATERAL RETURN UNTIL THE BAIL AGENCY HAS REACHED THE EXONERATION DATE AND VERIFIED THE BAIL BOND STATUS WITH THE COURTS. THIS PROCESS MAY BE DONE FASTER IF I (WE) OBTAIN WRITTEN VERIFICATION OF THE BOND EXONERATION FROM THE COURT AND PROVIDE IT TO THE BAIL BOND COMPANY.

\_\_\_\_\_ 12. THIS CHECKLIST IS INTENDED TO EXPLAIN AND CLARIFY THE STANDARD AGREEMENT FOR BEING A SURETOR ON A BAIL. WHICH IS THE ENTIRE CONTRACT WITH THE BAIL AGENCY. I (WE) UNDERSTAND THAT THERE ARE NO ADDITIONAL TERMS NOR ARE THERE ANY EXEMPTIONS TO THE CONTRACT EITHER IN WRITING OR VERBALLY, THAT LIMIT MY RESPONSIBILITY UNDER THE BAIL AGREEMENT.

\_\_\_\_\_ 13. I (WE) DECLARE ALL STATEMENTS MADE ON THIS APPLICATION AND FINANCIAL STATEMENT ARE TRUE. I (WE) 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.

\_\_\_\_\_ 14. I (WE) UNDERSTAND THE OBLIGATIONS UNDER THIS AGREEMENT ARE JOINTLY AND SEVERALLY. THIS MEANS I (WE) MAY BE HELD SOLELY AND INDIVIDUALLY LIABLE FOR UP TO THE FULL AMOUNT OWED FOR ANY AND ALL CHARGES EVEN IF THERE ARE OTHER CO-SIGNERS ON THIS AGREEMENT.

\_\_\_\_\_ 15. I UNDERSTAND IF THE DEFENDANT FAILS TO APPEAR IN COURT, IS REARRESTED FOR ANY OFFENSE, LEAVES THE STATE WITHOUT PERMISSION FROM THE COURT, MY COLLATERAL IS FORFEITED.

\_\_\_\_\_ 16. AGREEMENT OF VENUE: I AGREE THAT IF LEGAL ACTION BETWEEN THE PARTIES CONCERNING THIS BAIL BOND IS BROUGHT IN AND BEFORE A FEDERAL OR STATE COURT IN \_\_\_\_\_ COUNTY AND IN STATE OF NEW YORK.

**I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE TERMS**

INDEMNITOR SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

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