

Bail Bond Agreement Checklist

DATE _____ Day of _____ , _____

DEFENDANT _____ BOND _____ COURT/CASE _____

- _____ 1. I have read and understand the Bail Bond Terms and Conditions; the indemnity agreement prior to signing. I acknowledge that is my responsibility to make sure the defendant appears every time the court orders them to do so. The defendant must stay free from incarceration due to any charges weather Municipal, State, or Federal Defendant must maintain the same residence until the case is finished. The defendant shall not leave the State that has jurisdiction over this case without written consent from the court and this office. The Defendant must maintain weekly communication with this office via phone check in until the exoneration of the bond.
- _____ 2. I understand that I am required to pay the full amount of the Bond posted if the defendant does not appear in court, for every court appearance and any other time the court orders their presence, until the defendant is sentenced, or the case is dismissed by the court and the bond is exonerated.
I understand that if the bond is ordered Forfeit at any time I am responsible to pay the full amount of the bond within thirty days of the forfeiture order or set up a payment arrangements with this office. Any payment plan will have an administration and filing fee cost of \$100.00 and an interest rate of 16% per anum.
- _____ 3. I understand that if the defendant is detained or arrested on any charges by any law official I must notify this office as soon as possible so that these offices can either exonerate this bond or issue a new bond for the defendant.
If at anytime the defendant is detained by Immigration "INS" I understand the bond revocation process will start and any and all fees outlined in #8 will ensue until the bond is exonerated...
- _____ 4. I understand that if the defendant does not abide by any part of this contract for any reason and the defendant must be detained and placed back into custody I must notify this office as well as the Local Sheriff's office of the location of the defendant I also responsible to pay any fees due because of this action outlined in # 8.
- _____ 5. I realize that if the defendant fails to abide by the conditions of this contract and I do not assist this office in the location and apprehension of the defendant and I am found with the defendant that I will be charged with aiding and abetting a fugitive and punished to the fullest extent of the law.
- _____ 6. I understand that I am giving this office and its recovery agents permission to enter my Home/
Apartment/ Dwelling/ Hotel, Motel Rooms/ Work Place/ at any time to look for or check on the Defendant any time of the day or night.
- _____ 7. I UNDERSTAND I AM GIVING CONSUMER AUTHORIZATION TO RELEASE INFORMATION. I hereby authorize all current and previous employers, labor unions, landlords, neighbors, co-inhabitants, merchants, credit reporting companies, banks, credit unions, mortgage, title, finance, private investigative, computer or credit card companies, physicians, hospitals, clinics, schools, universities, churches, utility or phone companies (specifically for a list of incoming and outgoing telephone calls. Phone numbers, names and addresses, and the right to tap into and listen to conversations of any calls), Any and all government agencies, employment, military, natural resources, motor vehicle, law enforcement and judicial agencies, courts and detention facilities at the Federal, State, County, and City Levels.
- _____ 8. I understand that I am responsible if the defendant fails to comply with any part of this contract, is detained or incarcerated by any legal entity, or if requested by the indemnitor and it becomes necessary to detain the defendant and place them back into custody that I as the INDEMNITOR am responsible for all Investigative Costs, Apprehension and Location Costs including Travel, Room and Board of any and all Investigators or Agents and their individual fees. These fees will be charged at a rate of ; 10 percent of the Bond Liability Plus: Travel will be charged at \$.65 per mile traveled by motor vehicle, any flight travel or vehicle rental fees will be the going rate at time of ticket purchase, Room shall be charged at no more than \$120.00 per night per room 2 investigators/ agents per room, Board will be charged at \$40.00 per day this will include meals and toiletries, Investigation will be charged at a rate of \$50.00 per hour per investigator or agent that perform any work in the apprehension process not including travel time to the city or hotel / meal time. Attorneys Fees will be charged at a rate of \$300.00 per hour minimum \$750.00 per instance. An itemized time sheet will be available upon request.
- _____ 9. I understand that I am responsible for these fees weather the defendant is found or not.
- _____ 10. I realize that any and all collateral can be seized and used for payment of any expense owed to this office for location and apprehension as well having to go to court concerning this Bond. Collateral will not be released until all monies are paid in full to this office and the bond has been exonerated. If all monies are not paid to this office within 90 days of being due than collateral will be kept and legal actions will be taken. If the liquidation value of the collateral is less than that owed to this office I am responsible to pay the difference in cash or collection actions will be taken and I will be responsible for any of these collection costs including legal fees.
- _____ 11. I realize that I am confessing judgment to the court ruling over this case. I Swear and affirm under oath of perjury. Without Contestation authorizing judgment in favor of this office for the minimum amount of \$ _____, Lawful money of the United States of America, and authorize judgment to be docketed. This confession of judgment is a debt justly due and owing to this office for the securing, guaranteeing and posting of a surety bail bond for the defendant in this case at my request. I hereby also confess if this judgment is docketed that I hereby allow a full garnishment of my pay check or any income I may receive from any agency Private, State, or Federal and give my permission for my employer or agency to provide garnishment of any monies due and owed to me to this office until the judgment has been paid in full.
- _____ 12. I understand that it is my responsibility to request the return of any collateral and I must provide Certified Proof that the bond has been exonerated prior to the return of any collateral. It can take up to 90 days for the return of any and all collateral used in a case.
- _____ 13. I declare that the statements made on the application were true and correct. I agree to notify this office of any changes in information 24 hours prior to any change including but not limited to change of residence, phone numbers, place of employment of myself as well as the defendant.
- _____ 14. I understand that I am paying this office to attempt to write a bail bond. If this office finds that I or any party of this contract lied or falsely gave information to this office on this application and or contract the bond will not be written and the premium will not be refunded. If at anytime I decide not to go threwh with this and have the bond pulled or exonerated, If the Bond amount changes, charges are changed or dismissed, I understand the premium paid is non refundable weather the bond was posted or not.
- _____ 15. Agreement of Venue: I agree that if there be any legal action brought between this office and myself it will be Brought before the District Court of _____ County in the State of Iowa.

Dated _____ Day Of _____ , _____

DEFENDANT _____

INDEMNITOR _____

SIGNATURE _____

SIGNATURE _____

Subscribed and sworn to before me this _____ Day of _____ 20____.

 NOTARY PUBLIC