



allegheny

CASUALTY COMPANY

PO Box 5600, Thousand Oaks, CA 91359
800.935.2245 info@aiaSurety.com

BAIL BOND AGREEMENT ("Agreement")

PRODUCER NAME, ADDRESS, PHONE, EMAIL AND PRODUCER LICENSE NUMBER MUST BE PREPRINTED OR STAMPED HERE:

**THIS IS A DOUBLE SIDED DOCUMENT
READ ALL SIDES CAREFULLY**

Agreement Details	In consideration of Allegheny Casualty Company ("Surety"), through Surety's duly appointed independent bail producer ("Bail Producer"), (Surety and Bail Producer are sometimes together referred to as "Surety"), issuing, or causing to be issued, a criminal appearance bail bond described as:		
	Date	Defendant Name	Total Bond Amount \$
	Indemnitor Name(s)		Total Premium \$
	Power Number(s)		("Bond")
I/we represent and warrant that I/we have read, approve and agree to all of the terms and conditions found on following pages (front and back).			

Signatures	Signed, sealed and delivered this _____.		
	Defendant Signature	Indemnitor Signature	Indemnitor Signature
	Print Name	Print Name	Print Name
	Indemnitor Signature	Indemnitor Signature	Indemnitor Signature
	Print Name	Print Name	Print Name

Statement of Information	Statement of Information Required by Section 2100, California Regulatory Code, and Which May Be Required in Other States		
	Full Name of Person Supplying Information	Name of Person Negotiating Bail	Name of Person Receiving Information
	Address (Street, City, State, Zip)	Address (Street, City, State, Zip)	Date and Time Information Received
	Connection or Relationship to Defendant	Connection or Relationship to Defendant	Manner in Which Information Received
	If same was Defendant, how did he communicate?	Name of Licensee who Negotiated Transaction	Name of Other Agents Involved & Commission Paid
	If Writ, Name of Attorney	Name and Sum Paid Unlicensed Persons and Services Performed	
Was consideration other than money received? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain in detail and attach statement			

Translation Request Solicitud de traducción.	Si no puede leer ni entender Inglés, favor de marcar este cuadro. (If you cannot read or understand English, please check this box.)		<input type="checkbox"/> Check box and complete the following if translation is required
	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 reverse side, and all related bond application documents including disclosures, promissory notes, security instruments and trust deeds, to the Indemnitor signing below in his/her primary language.		
	Translator Print Name	Translator Signature	
	Translator Full Address	Date	
Confirmo por mi colocación de mis iniciales que las dos caras de este acuerdo han sido traducidos completamente a mi satisfacción. (I confirm by my affixing my initials that this contract has been translated to my satisfaction.)			INDEMNITOR initials

READ ALL TERMS AND CONDITIONS ON THE FRONT AND BACK OF EACH PAGE

You, the undersigned (referred to herein as "Indemnitor," "Defendant," or together as "you" or "your," as applicable), agree to be bound to the following terms and conditions:

1. The premium for the Bond is fully earned upon the release of Defendant from custody. The premium is not refundable except as stated herein or provided by law. The fact that Defendant may have been improperly arrested, the bail reduced, or the criminal case dismissed shall not obligate the Surety to return the premium, or any portion of it.

2. Defendant agrees to appear in any Court as required in connection with the Bond at the dates and times stated in the Bond and/or as may be ordered by the Court. Indemnitor will ensure that Defendant appears in Court as so required or as ordered by the Court.

3. Surety shall have control and jurisdiction over the Defendant during the term for which the Bond is in effect and shall have the right to apprehend, arrest and surrender the Defendant to the proper officials at any time as provided by law and/or this Agreement. If the Defendant is surrendered before a failure to appear in Court, and for a reason other than as stated in paragraph 4, you may be entitled to a refund of the Bond premium if required by applicable law (if any) and as may be stated in the Supplemental Terms and Conditions.

4. Unless otherwise provided by applicable law (if any), the following events shall constitute a breach of your obligations to the Surety, and the Surety shall have the right to immediately apprehend, arrest and surrender Defendant to custody, and you shall have no right to the refund of premium whatsoever:

(a) Defendant departs the jurisdiction of the Court without the prior written consent of the Court and the Surety; (b) Defendant moves from his/her current address without prior written consent of the Surety, or Defendant fails to notify Surety of any changes in address; (c) Defendant commits any act that constitutes reasonable evidence of the intention to cause a forfeiture of the Bond or Defendant's failure to appear in Court as required; (d) Defendant is arrested and incarcerated for any other offense (other than a minor traffic violation); (e) Defendant or an Indemnitor makes any materially false statement in any material submitted to Surety for the Bond, including the Bail Bond Application and Indemnitor Application; (f) The bail for Defendant is increased; (g) Indemnitor requests the surrender to custody of the Defendant; and/or (h) There is a material increase in the risk assumed by the Surety (as determined by the Surety in its sole and absolute discretion), including, by way of example, but not limited to, depreciation or impairment of any collateral pledged as security for the Bond.

5. In the event that the apprehension and surrender of Defendant to custody is required for any reason, including the failure to appear by Defendant at any required Court proceeding or hearing, Defendant understands, agrees, and acknowledges that such apprehension and surrender involves risk of harm to Defendant and others, and as such, Defendant accepts the risk of such harm that may be caused to Defendant and/or others. Defendant also agrees to defend, indemnify and hold Surety harmless (including all agents and employees thereof) from any injuries, harm, losses, claims, actions, lawsuits, damages, liability, demands, fees and expenses, including attorneys fees and costs, made by any third party against Surety (including all agents and employees thereof) arising out of such apprehension and surrender of Defendant.

6. You, jointly and severally (together and separately) with any other indemnitor, shall indemnify the Surety and keep the Surety indemnified and hold it harmless from and against any and all claims, lawsuits, damages, losses, liability, demands, actions, judgments, fees, fines, penalties and expenses (including attorneys fees and costs), relating to, or arising out of, Surety's issuance or procurement of the Bond (together, "Liabilities"), including, but not limited to, the following:

(a) the principal amount of any forfeiture of, or judgment on, the Bond, plus any related court costs, interest and legal fees incurred; (b) any fugitive recovery fee if there is a forfeiture of the Bond (which fee is typically ten to twenty percent [10-20%] of the amount of the Bond plus any out of pocket expenses); (c) any and all costs incurred to extradite and/or apprehend and return Defendant to custody; and/or (d) if a collection action is required under this Agreement, reasonable and actual attorney's fees plus any and other costs, expenses and/or assessments that may be incurred as a result thereof the forfeiture of the Bond as subject to applicable law (if any).

The voucher, check or other evidence of any payment made by Surety shall be conclusive evidence of such payment in any action against you as to the propriety of such payment and as to the extent of your liability to Surety for such payment hereunder.

Further, you will, upon demand, place with Surety the requisite cash funds to meet any Liabilities (including a pending, unpaid judgment or forfeiture demand), whether the demand is made before or after Surety has paid or advanced such funds.

7. Subject to applicable law (if any), any collateral (real or personal, including cash or securities) pledged to or deposited with Surety as security for the obligations under this Agreement ("Collateral") is held for the payment or reimbursement of any and all sums due to Surety for any and all Liabilities sustained, paid or incurred by Surety. You authorize the Surety to hold, apply or sell the Collateral, or any part thereof, in order to pay or reimburse the Surety for any and all sums due to Surety under this Agreement, the Bond and/or to place the Surety in cash funds so as to protect the Surety against the payment of any Liabilities, including any claim, demand, loss, or judgment arising out of the Bond, even if the Surety has not paid any such Liability. Subject to applicable law (if any), the Surety may make any such sale, at its discretion, at public or private sales, and without demand, notice or advertisement of the time and place of said sale, and also with the right to purchase said Collateral at such sale or sales, freed and discharged from any equity or redemption, except as otherwise provided by applicable law.

8. The Surety shall not be liable for the depreciation of any Collateral or for any interest thereon. In the event of depreciation of the value of Collateral, or any part thereof, or of any Collateral that may be hereafter pledged to or deposited with the Surety, upon request of the Surety, you shall provide the Surety with additional and satisfactory Collateral so that the total value of the Collateral shall equal the value of the Collateral at the time of the initial pledge or deposit. Subject to applicable law (if any), if you fail to deposit such additional Collateral, the Surety shall have the full right, power and authority, without further demand or notice, to sell, assign and deliver the whole or any part of such Collateral, including any substituted or additional Collateral, at public or private sale, at its option, and without demand, notice or advertisement, and also with the right to purchase said

whether or not the Surety is entitled to be indemnified at the time of the entry, recording or filing of such COJ. If such COJ is entered, recorded or filed by the Surety against you, the COJ entered shall be effective and available to the Surety against you.

10. You acknowledge and agree that the Surety may foreclose against the Collateral and/or exercise any of the rights or remedies provided under this Agreement or take any combination of such actions without waiving any other right or remedy. Failure to exercise any rights or remedies of the Surety at any one time shall not constitute a waiver of the right to exercise them at any other time. Any security or Collateral you give may be substituted, subordinated, or released by the Surety without affecting any other rights. The Surety shall not be obligated to enforce its rights against any security, Collateral or indemnitor prior to enforcing its rights against you or any other indemnitor.

11. Subject to applicable law (if any), the Surety will return the Collateral to you when all of the following are satisfied:

- (a)** the Surety receives sufficient and competent written legal evidence satisfactory to the Surety (for example, written notice from the Court) of the discharge, release or exoneration of the Surety from all liability under the Bond; **(b)** there are no outstanding Liabilities of any kind arising out of or relating to the Bond or this Agreement; **(c)** there are no other obligations executed by, for or on behalf of the Defendant for which the Surety may deem it advisable to retain such Collateral for its protection; and **(d)** upon the request by Surety, you shall execute and deliver to Surety a legal release of claims upon the return by Surety of the Collateral to you.

If the Surety deems it necessary to make any outlay to protect any Collateral or security in its possession, whether for real or personal property, you authorize the Surety to do so, and you agree to indemnify and reimburse the Surety for any such outlay as in the judgment of the Surety may be necessary to protect the Collateral, including payment of taxes, liens or mortgages and any attorney's fees, costs and service fees for time spent and/or special services rendered.

12. The Surety shall have the right to transfer and/or assign, in whole or in part, its rights and obligations in this Agreement, and/or in the Bond, to the Bail Producer or any other person or entity ("Assignee") without notice to or consent from you. Subject to any limitations imposed upon Assignee by the Surety, Assignee shall have the right to enforce in any suit, foreclosure, action, proceeding or otherwise any of the right of the Surety herein or arising out of any of the transactions contemplated hereby, and you shall not, and expressly waive any right to, assert the claim or defense that Assignee does not have the right to enforce such rights in any such action, proceeding or otherwise.

13. You hereby acknowledge and agree that neither the Surety nor Bail Producer has recommended or suggested any specific attorney or firm of attorneys to represent the Defendant in any capacity.

14. This Agreement may not be terminated or modified orally. Any modification and termination of this Agreement, including any release of liability hereunder, must be in writing and signed by the Surety and you.

15. To the maximum extent permitted by applicable law, you hereby waive any and all rights you may have under federal law (including, but not limited to, Title 28, Privacy Act-Freedom of Information Act and Title 6, Fair Credit Reporting Act) and any local or state law relating to Surety obtaining, and you consent to and authorize Surety to obtain, any and all private or public information and/or records concerning you from any party or agency, private or governmental (local, state or federal), including, but not limited to, credit reports, Social Security Records, criminal records, civil records, driving records, tax records, telephone records, medical records, school records, worker compensation records, and employment records. You further authorize, without reservation, any party or agency, private or governmental (local, state or federal) contacted by Surety to furnish to Surety or Bail Producer, in accordance with applicable law, any and all private and public information and records in their possession concerning you to the Surety and direct that a copy of this document shall serve as evidence of said authorization.

16. You irrevocably grant to Surety and Bail Producer, and their agents and employees, the right to enter your residence, or any other residence or real property you own or occupy, without notice, at any time, for the purpose of locating, arresting, and returning the Defendant to custody, and subject to applicable law, you waive and release any and all causes of action in connection therewith, including without limitation, torts of trespass and false imprisonment.

17. Defendant agrees that Surety may attach a location tracking device on any vehicle owned or driven by Defendant, at any time, without notice, and monitor the location of the vehicle through any available technology. Defendant further agrees that Surety may use location technologies to locate and track any wireless device of Defendant at any time during the period of the Bond is in force and any applicable Bond remission period, and the Bond is conditioned upon the full compliance by Defendant with the following terms and conditions:

- (a)** Surety, at its discretion, will use network-based location technologies to locate Defendant; **(b)** This is the only notice Defendant will receive for the collection of location information; **(c)** Surety will retain location data only while the Bond is in force and during any applicable Bond remission period; **(d)** Surety may disclose location information as required by Court Order or process; **(e)** Surety, including its agents and representatives, will be the only entities or persons with access to your location information; and **(f)** YOU WILL NOT HAVE THE OPTION TO OPT-OUT OF LOCATION USE OR TRACKING DURING THE PERIOD THE BOND IS IN FORCE AND ANY APPLICABLE BOND REMISSION PERIOD.

Direct all questions regarding this paragraph to the Surety.

18. If Defendant leaves the state in which the Bond was issued, subject to applicable law, Defendant waives any rights to oppose extradition proceedings.

19. In the event any provision herein shall be deemed to exceed any applicable state or federal law, then such provision shall automatically be deemed to have been revised to comply with such law so as to provide Surety with the maximum protection from any Liabilities. The invalidity or unenforceability of any provision herein (or portion thereof) shall in no way effect the validity or enforceability of any other provision (or portion thereof) of this Agreement.

20. This Agreement and all documents that are executed in connection with this Agreement set forth all the terms of the agreement between the Surety and you. All statements, representations, promises, agreements, and affirmations made by the Surety or Bail Producer, or any representative, employee or agent, thereof prior to or contemporaneously with the execution of this Agreement are contained within this document, and unless they are specifically set forth in this Agreement, are of no force or effect whatsoever in determining the rights, obligations and/or liabilities between the Surety and you. You further agree to execute and be bound by any other future documents necessary to carry out and effectuate this Agreement.

IMPORTANT NOTICE! IF THE BOND WILL BE SECURED BY REAL PROPERTY YOU OWN OR IN WHICH YOU HAVE AN INTEREST, PLEASE SEE THE CALIFORNIA DISCLOSURE OF LIEN AGAINST REAL PROPERTY PROVIDED HEREWITH.

1. Defendant understands and acknowledge that if Defendant is surrendered to custody prior to the time specified in the Bond, you have the right under California Penal Code §1300(b) to petition the Court for a ruling as to return of premium. If the Court determines that good cause does not exist for Defendant's surrender, and Defendant has neither failed to appear nor violated any Court order, the Court may, in its discretion, order the return of all or a portion of the premium.

2. The specific expenses for which you are required to indemnify Surety and Bail Producer in accordance with the Agreement are:

(a) Actual, necessary and reasonable expenses incurred in connection with the bail transaction including, but not limited to: (i) guard fees after the first 12 hours following Defendant's release on bail; (ii) notary fees, recording fees, necessary long distance telephone expenses (i.e., telephone calls billed by the telephone company as "long distance," but not those for which "message unit" charges only are made); (iii) telegram charges, travel expenses and verification of Collateral outside of the county where the bail was arranged; (iv) a reasonable posting fee charged by a Bail Producer operating in a county other than that where the bail was arranged (provided that no charge shall be made for travel from the Bail Producer's office to post bail in an area where the Bail Producer advertises in the yellow pages of the telephone directory unless the advertisement specifically provides for this charge). Such travel charges, when permitted, may not exceed the amount allowed to be taken as a travel expense for income tax purposes under the federal Internal Revenue Code and related regulations or the amount allowed by the State of California to be claimed for mileage by its employees, whichever the Bail Producer chooses; (b) actual, reasonable and necessary expenses incurred and caused by your breach of any of the terms of this Agreement and any other written agreement under which the Bond was written. This reimbursement may not exceed the penal amount of the Bond and may include a reasonable charge for the services of the Bail Producer and its employees, partners or other persons associated with the Bail Producer in the transaction of the Bond on your behalf; and (c) if a forfeiture of bail occurs and is not set aside, any expenses provided herein that are incurred within 180 days following the forfeiture (in addition to the amount of the forfeiture) or such additional period(s) as ordered by the Court.

3. Any Collateral received shall be returned to the person whose name appears as the "Depositor" on the Collateral Receipt or that person's assignee (which assignee may not be the Bail Producer or its representative, employee or agent) as soon as you are advised that the obligation, the satisfaction of which was secured by the Collateral, is fully discharged. Surety or Bail Producer shall determine promptly whether the obligation has been discharged upon the request for return of the Collateral by the Depositor of the Collateral or the Depositor's assignee. If the Collateral was deposited to secure the obligation of the Bond, the Collateral shall be returned immediately upon the entry of any Order by an authorized official stating that the liability under the Bond is terminated. If Surety or Bail Producer having custody of the Collateral fail to take promptly any action necessary to secure the termination of such liability, the Collateral shall be returned immediately upon the accrual of any right to secure an order of termination of liability. If the Collateral was deposited as security for unpaid premium or charges, and if such premium or charges remained unpaid at the time of discharge/exoneration and after demand for payment has been made by Surety or Bail Producer, the Collateral (other than cash) may be levied upon in the manner provided by law, and the proceeds of the Collateral may be applied to the amount of the unpaid premium or charges.

4. If Collateral received is in excess of the bail forfeited, such excess shall be returned to the person whose name appears as Depositor on the Collateral Receipt after the application of the collateral to the forfeiture and all amounts owed to Surety.

5. The waivers set forth in Paragraphs 6, 12, and 15 are deleted to the extent required by 10 CCR 2087.

6. Paragraph 15 of the Agreement is deleted and replaced with the following: You hereby authorize Surety to conduct or obtain any and all private or public information and/or records concerning you from any party or agency, private or governmental (local, state or federal), including, but not limited to, credit reports, Social Security Records, criminal records, civil records, driving records, tax records, telephone records, medical records, school records, worker compensation records, and employment records. You further authorize, without reservation, any party or agency, private or governmental (local, state, federal), contacted by Surety to furnish in accordance with applicable law any and all private and public information and records in their possession concerning you to the Surety and direct that a copy of this document shall serve as evidence of said authorization. You irrevocably grant to Surety and its designees the right to enter your residence, or any other property that you own or occupy, without notice, at any time, for the purpose of locating, arresting, and returning Defendant to custody.

7. Except as expressly provided in this Supplement, all terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the terms and conditions of the Agreement and this Supplement, this Supplement shall control.

If you have a complaint, contact the Bail Bond Producer listed at the top of the Agreement. If those discussions have failed to produce a satisfactory resolution to the problem, you may contact the Surety at 800-935-2245, or PO Box 5600, Thousand Oaks, CA 91359, or file a complaint with the California Department of Insurance. You may contact the California Department of Insurance Consumer Affairs office at 800-927-4357, or 300 Capitol Mall, 17th Floor, Sacramento, CA 95814, or www.insurance.ca.gov.