UNITED STATES FIRE INSURANCE COMPANY
11490 Westheimer Rd., Suite 300 77077
P.O. Box 2807 • Houston, Texas 77252-2807
(713) 954-8100 • (713) 954-8389 FAX

INDEMNITOR/GUARANTOR CHECK LIST

DATE _____ **BAIL AMOUNT** $_____

DEFENDANT _____ **PREMIUM AMOUNT** $_____

JAIL _____ **AMOUNT PAID DOWN** $_____

BAIL BOND # _____ **CASH COLLATERAL** $_____

_____ 1. I have read and received a copy of the standard UNITED STATES FIRE INSURANCE COMPANY Agreement for surety bail bond.

_____ 2. This indemnitor/guarantor checklist is intended to clarify and explain the standard UNITED STATES FIRE INSURANCE COMPANY Agreement for surety bail bond.

_____ 3. I understand I am responsible to make the payments for money due on the premium as described above. Finance charges are computed on unpaid balances on the 30th day of each month at the rate of _____ percent per annum. There is a _____ percent late fee on all scheduled payments not received within five days of the due date. (Note: The insurance company is not a party to any premium financing. Any financial agreement is strictly between the bail agent/agency and indemnitor.)

_____ 4. I understand I am required to pay the amount of the bail premium every year, in advance hereafter, until the surety is legally discharged from all liability on the bonds posted. (States with Renewable Premiums).

_____ 5. A forfeiture of the bail will be entered by the court if the defendant fails to make any court appearance. I understand that, if the bond is ordered forfeited and it is not ordered reinstated, or exonerated within the time allowed by law, I must pay the full amount of the bail forfeited plus expenses to the bail agent/agency.

_____ 6. I understand I am responsible if it becomes necessary to arrest and surrender the defendant and that I am responsible for paying all reasonable costs incurred for locating, apprehending, transporting and surrendering the defendant to custody. Investigation costs will begin to accrue after a court forfeiture or when any co-signer requests the defendant be placed back in custody or when any condition exists as defined in the bail bond agreement. If no investigation costs have been incurred prior to a voluntary surrender of defendant at the jail facility of the court specified on the bail receipt, there will be no investigation cost charged. Reasonable court costs, as described in Paragraph 7 of the checklist, will be charged, if applicable, and a receipt will be provided.

_____ 7. I understand that, if the bail is ordered forfeited by the court, I am responsible to pay court costs and reasonable appearance or attorney's fees (a minimum of $ _____) for the bail agent to reinstate or exonerate the bail bond, if necessary.

_____ 8. I understand that, if I breach the bail bond agreement by non-payment or any other action as defined by the bail agreement, I am responsible for any collection actions taken, including attorney's fees and costs.

_____ 9. I understand that my collateral cannot be released until all bonds posted on my behalf for defendant have been exonerated and written notice from the court received by the bail agency.

_____ 10. I understand that substitution of collateral is done at the discretion of the surety and the bail bonding agency. There are no agreements to substitute collateral at a future date.

_____ 11. I understand that it is my responsibility to request return of any collateral provided. There may be a delay of return of collateral until the bail agency has researched the exoneration date and verified the bail bond status with the appropriate courts. This process may be done faster if I obtain written verification of the bond exoneration from the court and provide it to the bail agency.

_____ 12. This checklist is intended to explain and clarify the standard UNITED STATES FIRE INSURANCE COMPANY Agreement for Surety Bail, which is the entire contract with the bail agency. I 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 declare that all statements made on the application and financial statement are true. I 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 understand the obligations under this agreement are joint and several. This means that I may be held solely and individually liable for up to the full amount owed for any and all charges, even if there are other cosigners on the agreement.

_____ 15. Agreement of Venue: I agree that if legal action between the parties concerning this bail bond is brought, it shall be brought in and before a federal or state court in _____ and in the State of _____ .

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

SIGNATURE: _____ **SIGNATURE:** _____

NAME (print): _____ **NAME (print):** _____

RECEIVED COPY: _____