

INDEMNITOR APPLICATION AND AGREEMENT

You the undersigned Indemnitor ("Indemnitor" or "you"), hereby represent and warrant that the following declarations made and answers given are true, complete and are made for the purpose of inducing Bankers Insurance Company ("Surety") to issue, or cause to be issued, bail bond(s) or undertaking (s) (singularly or collectively the "Bond) for ("Defendant"), using power of attorney number(s) (if known)

First Middle Last, in the amount of Dollars () in the Court of

1. INDEMNITOR NAME AND ADDRESS

RELATION TO DEFENDANT

Name First Middle Last Nickname/Alias Home Phone # Cell Phone # Work Phone # Email Current Home Address How Long? Rent or Own? Landlord Former Home Address How Long? Rent or Own? Landlord

2. PERSONAL DESCRIPTION

Date of Birth Where Born Sex Race Social Security # Driver's License # Issuing State How Long in U.S.? U.S. Citizen Yes No Nationality Alien # Union? Local # Military Service: Branch Active? Discharge Date Additional Notes:

3. EMPLOYMENT

Occupation Employer Work Phone How Long? Employer Address Supervisor's Name

4. MARITAL STATUS

Married Divorced Separated Widowed Single Cohab Spouse/girl/boyfriend's Name First Middle Last How Long Married/ Together Address (if different): Email Social Security # Home Phone # (if different) Cell Phone # (if different) Occupation Employer How Long Employer Phone #

5. AUTOMOBILE

Year Make Model Color Plate # State Where Financed Amount Owed?

6. REFERENCES

Name Relation Address Employer Home Phone # Work Phone # Cell Phone #

REFERENCES (Continued)

Name _____ Relation _____
 Address _____ Employer _____
 Home Phone # _____ Work Phone # _____ Cell Phone # _____

Name _____ Relation _____
 Address _____ Employer _____
 Home Phone # _____ Work Phone # _____ Cell Phone # _____

7. FINANCIAL STATEMENT/CREDIT INFORMATION

Cash on hand \$ _____ Cash in bank \$ _____
 Real Estate Value \$ _____ Real Estate Mortgage \$ _____
 In whose name is title? _____ Monthly salary or wages \$ _____

THIS INDEMNITY AGREEMENT ("Agreement" is entered into between you, the undersigned Indemnitor, and Surety through Surety's duly appointed independent bail producer referenced below ("Producer")

1. You will have Defendant appear in any court required in connection with the bond(s) at the times stated in the bond(s) and all other times as may be ordered by the court.
2. **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 any and all losses, demands, liabilities, fees and expenses relating to, or arising out of, Surety's issuance or procurement of the Bond, including but not limited to the following: (a) the principal amount of any forfeiture of, or judgement on, the Bond, plus any related court costs, interest and legal fees incurred, (b) a fugitive recovery fee if there is a forfeiture of the Bond (which fee is typically ten percent of the amount of the Bond for an in-state recovery, plus any out of pocket expenses) (c) any and all extradition costs that may be incurred to apprehend and return the Defendant, and (d) if a collection action is required reasonable and actual attorney's fees plus any and all other costs, expenses and/or assessments that may be incurred as a result of any forfeiture of the Bond subject to applicable law (if any) as stated in an attached addendum. The voucher, check or other evidence of any payment made by Surety or Producer, by reason of such Suretyship, shall be conclusive evidence of such payment in any lawsuit against you both as to the propriety of such payment and as to the extent of your liability to Surety for such payment. Further, you will, upon demand place with Surety the requisite funds to meet any such claim, demand, liability, attorney's fees, expense, or judgement, whether that demand is made before or after Surety has paid or advanced such funds.**
3. Subject to applicable law (if any) as stated in an attached addendum: (a) any property or collateral you deposit is deposited as security for the payment of any and all monies and sums due to Surety or Producer, including all liability, demands, damages, judgements, interest, attorney's fees and costs suffered, sustained, made or incurred by Surety or Producer on account of, arising out of or relating to the Bond and transactions contemplated thereby (including, without limitation, the items referenced in paragraph 2 above), your failure to comply with the terms and conditions of this Agreement, and any and all debt or other obligations arising out of or evidenced by an agreement executed by Defendant, you or any other Indemnitor for the benefit of Surety or Producer ("Liabilities"); and (b) if you grant the Surety a lien or a security interest in any property or collateral to enforce the obligations contained in this Agreement, and if you do not perform all of your obligations in this Agreement, you authorize Surety to (i) apply or sell any collateral security you deposited to reimburse the Surety for any and all Liabilities of any kind or nature (ii) hold, apply or sell the collateral, or any part thereof, to protect or reimburse the Surety by reason of the execution at any time of any other bond for or on behalf of you or Defendant, and (iii) apply and sell the collateral to the purpose of placing the Surety in cash funds or protecting the Surety against any claim, demand or loss under the Bond or any other bond executed on your or Defendant's behalf. Subject to applicable law (if any) as stated in the attached addendum, the Surety 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 sales, freed and discharged from any equity or redemption.
4. The Surety shall not be liable for the depreciation of any collateral or for any interest thereon. In the event of depreciation of the collateral, or any part thereof, or any collateral which may be hereafter deposited with the Surety for its protection, upon request of the Surety, you shall provide the Surety with additional and satisfactory collateral so that the total market value of the collateral shall, at all times, be equal to the market value of the collateral at the time of its initial deposit. Subject to applicable law (if any) as stated in an attached addendum, 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, substitute collateral, 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 collateral at any such sale, freed and discharged from any equity or redemption.

5. If a confession of judgement is taken in connection with the Bond, the Surety shall have the right to enter and file the same at any time, and such judgement shall be a lien and entitled to a preference against any of your property, whether or not the Surety is indemnified at the time of the filing or entry of judgement. In case a confession of judgement is filed by the Surety against you, the judgement entered shall be effective and available to the Surety against you not only in connection with the Bond but also in connection with any other bond that may have been written by the Surety in which you are either the indemnitor or defendant.
6. You acknowledge and agree that the Surety may foreclose any or all of the liens and security interests arising out of the transactions relating to the Bond or this Agreement, or exercise any of its rights or remedies 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 then 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 or collateral prior to enforcing its rights against you or any other Indemnitor.
7. Subject to applicable law (if any) as stated in an attached addendum, the Surety will return collateral to you when all of the following are satisfied: (i) the Surety receives competent written legal evidence satisfactory to the Surety (for example, written notice from the court) of the Surety's discharge or release from all liability under the Bond; (ii) there are no outstanding Liabilities of any kind arising out of or relating to the Bond; (iii) there are no other outstanding bonds or obligations executed by, for or on behalf of you or Defendant in connection with which the Surety may deem it advisable to retain such collateral for its protection; and (iv) upon the Surety's request, you shall have executed and delivered to the Surety a general release upon the Surety's return of the collateral to you. If the Surety deems it necessary to make an outlay to protect any collateral or security in its possession, whether the same be real or personal property, you authorize the Surety to do so, and you agree to indemnify and reimburse the Surety for such an outlay as in the judgement of the Surety may be necessary to protect its collateral or security, including payment of taxes or liens or mortgages and any attorneys' fees for time spent and/or special services rendered.
8. 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 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 action, proceeding or otherwise any of the Surety's rights 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. If more than one bond is made or has been made for the Defendant, then this Agreement shall extend to cover all those bonds and the terms of this Agreement shall apply to each bond individually or as a group.
9. 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 and its producers and employees 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 and liabilities of 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.
10. You hereby acknowledge and agree that neither the Surety nor its Producer has recommended or suggested any specific attorney or firm of attorneys to represent the Defendant in any capacity.
11. This Agreement may not be terminated or modified orally. All modifications and terminations of this Agreement, including any release of your liability hereinunder, must be in writing and signed by the Surety and you.
12. 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, Title 6, Fair Credit Reporting Act) and any local or State law relating to Surety's obtaining, and you consent to and authorize Surety to obtain, any and all private or public information and/or records concerning you from and party or agency, private or governmental (local, state, 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, workers 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 Producers, agents, and representatives the right to enter you residence or other property owned or occupied by you or Defendant without notice, at any time, for the purpose of locating, arresting, and returning to custody the Defendant, and subject to applicable law, you waive any and all causes of action in connection therewith including, without limitations, torts of trespass and false imprisonment.
13. You agree that Surety may attach location tracking device on any vehicle owned or driven by you, at any time, without notice, and monitor the location of the vehicle through any available technology. You further agree that Surety may use location technologies to locate your wireless device at any time during the period of Defendant's bail and any applicable remission period, and the Bond is conditioned upon your full compliance with the following terms and conditions; (a) Surety, at its discretion, will use network-based location technologies to find you; (b) this is the only notice you will receive for the collection of your location information; (c) Surety will retain location data only while the Bond is in force and during any applicable remission period; (d) Surety will disclose location information only to the courts as required by court order; (e) Surety and its licensed producers, designees and representatives will be the only persons with access to your location information; (f) YOU WILL NOT HAVE THE OPTION TO OPT-OUT OF LOCATION USE OR TRACKING DURING THE BAIL PERIOD; and (g) all questions relating to location capability should be directed to Surety.

14. 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 loss or liability. 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).
15. You have not been paid to sign this Agreement. You have read the above contract, understand it and agree to fulfill ALL of the provisions therein.

IMPORTANT FRAUD WARNINGS

ALABAMA RESIDENTS - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ARKANSAS RESIDENTS - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FLORIDA RESIDENTS - Any person who knowingly or with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

LOUISIANA, RHODE ISLAND & WEST VIRGINIA RESIDENTS - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MAINE, TENNESSEE, VIRGINIA & WASHINGTON RESIDENTS - It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment fines, or a denial of insurance benefits.

MARYLAND RESIDENTS - Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NEW JERSEY RESIDENTS - Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO RESIDENTS - ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK RESIDENTS - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

OHIO RESIDENTS - Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKALHOMA RESIDENTS - WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes a claim for the proceeds of an insurance policy containing and false, incomplete or misleading information is guilty of a felony.

PENNSYLVANIA RESIDENTS - Any person who knowingly with the intent to defraud any insurance company or other person files an application for insurance or statement to claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

SIGNED, SEALED AND DELIVERED at _____, this _____ day of _____, 20_____.

WITNESS

INDEMNITOR

Sign: _____

Sign: _____

Print: _____

Print: _____

<p>SURETY:</p> <p>Bankers Insurance Company 11101 Roosevelt Blvd. N. St. Petersburg, FL 33716 800-627-0000</p>	<p>BAIL PRODUCER: [stamp must include name, address, phone no. and license no.]</p> <p>Avenger's Bail Bonds 1516 W. Domingo Rd. Fullerton, CA 92833 (888) 665-2457</p>
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Bail Producer Stamp:

Avenger's Bail Bonds
1516 W. Domingo Rd.
Fullerton, CA 92833
Lic #: 1830798
(888) 665-2457

PROMISSORY NOTE & INSTALLMENT PAYMENT PLAN FOR UNPAID PREMIUM

Power No: _____

Date: _____

City: _____ State: _____

- FOR VALUE RECEIVED, I (we), the undersigned Debtor(s), jointly and severally (together and separately), promise to pay to the order of Avenger's Bail Bonds ("Bail Producer") the principal sum of _____ (\$ _____) owed for the bail bond ("Bond") of _____ ("Defendant") at the address shown above in the Bail Producer Stamp box or at such other places as Bail Producer may from time to time designate in writing according to the following payment plan:

Payment #1:	Amount of payment \$ _____	Date payment due: _____
Payment #2:	Amount of payment \$ _____	Date payment due: _____
Payment #3:	Amount of payment \$ _____	Date payment due: _____
Payment #4:	Amount of payment \$ _____	Date payment due: _____
Payment #5:	Amount of payment \$ _____	Date payment due: _____
Payment #6:	Amount of payment \$ _____	Date payment due: _____

Notes: _____

- The entire amount of the then outstanding balance under this note shall become due and payable immediately under any one or more of the following events: (i) upon defendant's failure to appear in court for which the Bond was posted at any time required by such court; (ii) upon forfeiture of the Bond; or (iii) if any payment is not received by Bail Producer within 10 days following its due date or is returned for insufficient funds, stopped or refused for any reason upon presentment to a financial institution.
- I (we), jointly and severally (together or separately), hereby waive presentment, protest and demand, notice or protest, dishonor and nonpayment of this note, and expressly agree that, without in any way affecting my (our) liability under this note, Bail Producer may (i) extend the due date or the time of payment of any payment due under this note, (ii) accept security or partial payments, (iii) release any party liable under this note or any guarantee of this note and (iv) release any security now or later securing this note. The failure of the Bail Producer to enforce any provision of this note, or to declare default under this note, shall not be construed as a waiver of the Bail Producer's entitlement to payment, shall not be construed as a waiver or modification of the terms of this note, and shall not impair the right of the Bail Producer to declare a default or to strictly enforce the terms of this note.
- All obligations under this note remain in full force and are not terminated, modified or otherwise affected: (i) by revocation of the Bond; (ii) by any change in the status of the Bond or the Surety's liability under the Bond; (iii) by any change in the status of court proceedings for which the Bond was posted; (iv) by any change in whereabouts or status of the Defendant. This note shall become null and void only if all premium amounts and obligations under the Bond have been paid or satisfied, and otherwise, this note shall remain in full force and effect.
- If any portion of this note or any application of such provision shall be declared by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other applications of such provision or the remaining provisions which shall, to the fullest extent, remain in full force and effect. Any amendment or modification of this note must be in writing and signed by both Bail Producer and me (us).
- I (we) agree to all terms and conditions of this note and acknowledge receipt of a copy of this note. I (we) also agree to pay all collection costs including, without limitation, court costs, reasonable attorneys' fees and expenses, and any other fees permitted by applicable law.

Witness(es):

Debtor(s):

Signature

Signature

Print Name

Date

Print Name

Date

**CALIFORNIA ADDENDUM
TO
INDEMNITOR APPLICATION AND AGREEMENT**

This California Addendum ("Addendum") is attached to and forms part of the Indemnitor Application and Agreement signed, sealed and delivered by you as the Indemnitor ("Agreement") and is incorporated into the Agreement by this reference. Any capitalized terms used in this Addendum without definition shall have the meanings assigned to these terms by the Agreement.

- 1) **IMPORTANT NOTICE! IF THE BOND WILL BE SECURED BY REAL PROPERTY YOU OWN OR IN WHICH YOU HAVE AN INTEREST, PLEASE SEE ATTACHED DISCLOSURE.**
- 2) The specific expenses (in addition to the premium for the Bond) for which you are required to indemnify Surety and its bail producer in accordance with the Agreement are as follows:
 - a) actual, necessary and reasonable expenses incurred in connection with the bail transaction including, but not limited to:
 - (1) guard fees after the first 12 hours following Defendant's release on bail;
 - (2) 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); telegram charges, travel expenses and verification of collateral outside of the county where the bail was arranged; 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 Defendant's breach of any of the terms of the Bail Bond Application and 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 behalf of Defendant; and
 - c) if a forfeiture of bail occurs and is not set aside, any expenses under sections 2(a) and 2(b) above that are incurred within 180 days following the forfeiture (in addition to the amount of the forfeiture) or such additional period as ordered by the court.
- 3) Any collateral received shall be returned to the person whose name appears as Depositor on the Collateral Receipt or that person's assignee (which assignee may not be the bail producer or its representative) as soon as you are advised that the obligation, the satisfaction of which was secured by the collateral, is discharged. Surety or bail producer shall determine promptly whether the obligation has been discharged upon 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 a Bond, the collateral shall be returned immediately upon the entry of any order by an authorized official stating that liability under the Bond is terminated. If Surety or any bail producer having custody of the collateral fails 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 exoneration and after demand for payment has been made by Surety or its 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) Except as expressly provided in this Addendum, 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 addendum, this Addendum shall control.
- 6) This Addendum shall be attached to every Indemnitor Application and Agreement entered into in the State of California.

Signed, sealed and delivered this _____ Day of _____, 20_____

Signature of Indemnitor _____

Printed Name of Indemnitor _____

Bankers Insurance Company
DISCLOSURE NOTICE

CONDITIONS OF BOND:

1. The SURETY, as bail shall have control and jurisdiction over the principal during the term for which the bond is executed and shall have the right to apprehend, arrest and surrender the principal to the proper officials at any time as provided by law.
2. In the event surrender of principal is made prior to the time set for principal's appearances, and for reason other than as enumerated below in paragraph 3, then payee shall be entitled to a refund of the bond premium.
3. It is understood and agreed that the happening of any one of the following events shall constitute a breach of principal's obligation to the SURETY hereinunder, and the SURETY shall have the right to forthwith apprehend, arrest, and surrender principal. Said events which shall constitute a breach of principal's obligations hereinunder are:
 - (a) If the principal shall depart the jurisdiction of the court without written consent of the court and the SURETY or its Agent.
 - (b) If principal shall move from the address to another without notifying SURETY or its Agent in writing prior to said move.
 - (c) If principal shall commit any act which shall constitute reasonable evidence of principal's intention to cause forfeiture of said bond.
 - (d) If principal is arrested and incarcerated for any other offense other than a minor traffic violation.
 - (e) If principal shall make any material false statement in the application.

OTHER CONDITIONS _____

COURT DATE: _____ TIME: _____ PLACE: _____ NO DATE SET

INDEMNITOR INFORMATION

In addition to the terms and conditions of any Indemnity Agreement or other collateral documents which you have executed, this is to notify you that:

1. The indemnitor(s) will have the defendant(s) forthcoming before the court name in the bond, at the time therein fixed, and as may be further ordered by the court.
2. The indemnitor(s) is responsible for any and all losses or costs of any kind whatsoever which the Surety may incur as a result of this undertaking. There should not be any costs or losses provided the defendant(s) does not violate the conditions of the bond and appears on time at all required Court hearings.
3. Collateral will be returned to the person(s) names in the collateral receipt, or their legal assigns, within 21 days after the Surety has received written notice of discharge of the bond(s) from the Court. It may take several weeks after the case(s) is disposed of before the Court discharges the Surety's bond.

PRINCIPAL ACKNOWLEDGMENT

I have read and received a copy of this Disclosure Notice. I fully understand and agree that any breach of the conditions listed above may result in my surrender.

PRINCIPAL

INDEMNITOR ACKNOWLEDGEMENT

I have read and received a copy of this Disclosure Notice and understand and agree that should any breach of the conditions listed above occur, I may request/consent that the principal be surrendered by surety and agree to pay all costs incurred by Surety as a result of this undertaking. However, I do understand and agree that the Surety has no legal duty to comply with said request/consent made by indemnitor.

INDEMNITOR

INDEMNITOR

FOR COMPLAINTS OR INQUIRIES CONTACT

AGENCY

Avenger's Bail Bonds
1516 W. Domingo Rd.
Fullerton, CA 92833
Lic#: 1830798
(888) 665-2457

ANNUAL PREMIUM

I, the indemnitor/defendant agree to pay a renewal premium in the amount of \$ _____ per annum for this bail bond. The fact that the defendant may have been improperly arrested, or the bail is reduced, or the case is dismissed, shall not obligate the return of any portion of said premium. This bond is renewable each year. The Indemnitor and Defendant agree to pay the renewal premium in the amount stated above, twelve months after the date on which this bond was executed. If the renewal premium is not paid upon written demand, Avenger's Bail Bonds has the right to surrender the defendant as provided in penal code section 1300 and exonerate the bond.

AUTHORIZATION FOR RECORD ACCESS

IN DOING BUSINESS WITH **AVENGER'S BAIL BONDS**, IT'S AGENTS/ASSIGNEES, GRANTS POWER OF ATTORNEY TO ACCESS/INTERCEPT THAT WHICH RELATE TO INCOME, HOUSING, FINANCIAL STABILITY, TELEPHONE (WIRED/WIRELESS/CELLULAR) UTILITIES, EMPLOYMENT, COURT RECORDS, CRIMINAL HISTORY, US POSTAL, AS WELL AS PRIVATE MAIL BOXES, I UNDERSTAND THAT ACCESS TO THESE RECORDS WILL REMIAN CONFIDENTIAL WITHIN THE COMPANY.INFORMATION NECESSARY TO

IN THE EVENT THAT THIS IS UTILIZED FOR THE PURPOSE OF SECURING A BAIL BOND (WHETHER AS AN INDEMNITOR OR AS A DFENDANT), IT SHALL REMAIN IN FORCE UNTIL THE COURT HAS PROVIDED WRITTEN EVIDENCE THAT ALL BONDS HAVE BEEN EXONERATED (OR IN THE CASE OF A FORFEITURE, SET ASIDE AND EXONERATED) AND ALL DEBTS DUE ARE CLEAR.

I UNDERSTAND THAT IN GIVING AUTHORITY TO ACCESS PERSONAL AND BUSINESS RECORDS/TRANSMISSIONS, IT WILL ONLY BE USED TO VERIFY AN APPLICATION THAT HAS BEEN MADE FOR BAIL, APPLICATION THAT HAS BEEN MADE FOR EMPLOYMENT AND/OR INFORMATION NECESSARY TO ASSIST **AVENGER'S BAIL BONDS**, OR IT'S AGENTS/ASSIGNEES IN FULLFILLING OBLIGATIONS OF CONTRACTUAL AGREEMENTS WHICH HAVE BEEN ENTERED INTO. COSTS TO OBTAIN INFORMATION WILL BE THE RESPONSIBILITY OF THE COMPANY, OR IT'S AGENTS/ASSIGNEES, AT THE TIME OF REQUEST. HOWEVER, IN UNDERSTAND THAT I MAY BE RESPONSIBLE FOR THE COSTS INCURRED BY THE COMPANY, GIVEN THEY FALL INTO THE SCOPE OF THE CONTRACT.

POSTING & ADMINISTRATIVE FEES

Please be advised that in the event of our posting bail and the bond(s) get cancelled due to an INS hold or any other unforeseen reason, or if you decide to cancel the bond(s) and we attempt to post said bond(s) before the release of the defendant and the bond(s) is/are returned (or refused) by the jail, there will be a 20% (percent) or \$250.00 dollar fee charged and deducted from the paid premium deposited.

IF THE DEFENDANT GETS AN INS HOLD AFTER THE BOND HAS BEEN POSTED WE MUST HAVE PROPER DOCUMENTATION FROM INS SHOWING THE STATUS OF THE DEFENDANT BEFORE ANY REFUND CAN BE ISSUED.

Refunds will take up to 14 business days.
Checks will be refunded once payment has been confirmed by the bank.
Credit Card purchases will be refunded back to the original credit card.
Client must bring the original receipt and ID.

Defendant Signature

Printed Name

Date

Indemnitor Signature

Printed Name

Date

AVENGER'S BAIL BONDS
1516 W. Domingo Rd.
Fullerton, CA 92833
Lic# 1830798
(888) 665-2457

**ATTACH
PHOTO
HERE**

Check one: **Co- signer** **Defendant**

Print: _____

Sign: _____

Date: _____

NOTICE TO CO-SIGNERS

THE DEFENDANT MUST BRING THIS DOCUMENT WITH HIM TO BLAINE CARBO BAIL BONDS AT THE TIME OF CHECK IN, IMMEDIATELY AFTER THEY ARE RELEASED.

FOR DIRECTIONS CALL
(888) 665-2457

All criminal defendants must provide the following information:

1. SOCIAL SECURITY NUMBER.
2. VALID CALIFORNIA ID OR DRIVER'S LICENSE.
3. INFORMATION ON CURRENT ADDRESS AND FORMER ADDRESS.
4. EMPLOYMENT HISTORY.
5. FAMILY INFORMATION.
(INCLUDING MOTHER, FATHER, SISTER, BROTHER)
6. SPOUSE AND CHILDREN INFORMATION (IF ANY)
7. SIX PERSONAL REFERENCES.

IMPORTANT REMINDER

I, _____, AS THE INDEMNITOR FOR THIS SURETY BAIL BOND AGREEMENT, AM RESPONSIBLE FOR HAVING THE CRIMINAL DEFENDANT, _____, APPEAR AT BLAINE CARBO BAIL BONDS IMMEDIATELY AFTER RELEASE (OR WITHIN 48 HOURS) TO PROVIDE ALL NECESSARY INFORMATION.

FAILURE TO COMPLY COULD BE DEEMED A BREACH OF CONTRACT AND THE DEFENDANT MAY BE SURRENDERED BACK INTO THE CUSTODY OF THE SHERIFF.

Indemnitor Signature

Date: _____

AVENGER'S BAIL BONDS
1516 W. Domingo Rd.
Fullerton, CA 92833
Lic #: 1830798
(888) 665-2457

Avenger's Bail Bonds

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Defendant: _____
Bond Amount: _____
Premium: _____

Bond Numbers: _____

PLEASE READ CAREFULLY AND INITIAL

- _____ Upon release from custody, the defendant is required to come into the office within 48 hours to complete all paperwork, be fingerprinted, and have photo taken.
- _____ The defendant agrees to contact the office for a routine check in, to be determined by Avenger's Bail Bonds during business hours.
- _____ The defendant and indemnitors are required to notify Avenger's Bail Bonds within 48 hours of any changes to home address, telephone number, or place of employment.
- _____ It is responsibility of the defendant and indemnitors to return all phone calls in a timely matter.
- _____ The defendant must appear at every single court date and call Avenger's Bail Bonds with next court date. If the bond is exonerated, it is your responsibility to obtain proof of the exoneration, or a copy of the minute order from the clerk of the court.
- _____ I understand that certain circumstances may change that may require a daily check in.
- _____ I understand that I am responsible for all court costs incurred for any non-appearance in court as ordered by the judge and or any expenses incurred because of a forfeiture of the bond.
- _____ I understand that if the bond is forfeited it may become necessary to apprehend and surrender the defendant to the custody of the court. I am responsible for all expenses incurred as a result of said forfeiture. I furthermore understand if such forfeiture occurs and the defendant is not surrendered to the court within the time prescribed by law, I am required to pay the full amount of the bond posted, including any unpaid bail premiums.
- _____ The premium for the Bail Bond is fully earned once the defendant is released from custody. The fact that the defendant may have been improperly arrested or the bail reduced or the case dismissed shall not obligate the return of any portion of said premium. NO REFUNDS UPON RELEASE.
- _____ 10 Percent late fee will be applied to balance, for any payments received 10 days after due date.

NON-COMPLIANCE WITH THE ABOVE WILL CONSTITUTE A VIOLATION. IN CASE OF ANY BAIL VIOLATION, AVENGER'S BAIL BONDS HAS THE RIGHT TO SURRENDER THE DEFENDANT BACK INTO CUSTODY. IF THE DEFENDANT IS SURRENDERED YOU WILL BE RESPONSIBLE FOR PAYING THE COSTS WHICH ARE AS FOLLOWS:

- _____ Forfeiture Fee: \$200.00 min., plus any and all costs incurred as a result of a failure to appear will be passed on to the cosigner.
- _____ Arrest Fee: \$500.00 min. If the defendant fails to appear in court and has not contacted Avenger's Bail Bonds, I the undersigned understand that I will be responsible for arrest fees and all other costs incurred to investigate, detain and surrender the defendant. I also understand that these costs will be passed on to the cosigners and the defendant.
- _____ Motion Fee: \$300.00 In the event that the defendant fails to appear as required and Avenger's Bail Bonds is required to file any type of motion, I understand that I will be responsible for the aforementioned fee plus any and all filing fees, including all court cost.
- _____ Collections: \$300 min. including attorney fees and all other costs. This fee may be incurred any time financial agreements are not adhered to (in case of forfeiture or surrender)
- _____ NSF Check \$30 Fee for any returned items from your financial institution.
- _____ Small Claims: \$300 Fee if a small claims action is filed.

Please note that this cost can be avoided by the defendant appearing on all scheduled court dates and complying with all the conditions of the bond agreement.

Governing law: Venue & Jurisdiction. The construction, validity & performance of this agreement will be governed by & constructed in accordance with the law of the State of California & the parties expressly waive its choice of law rules. The parties agree that venue & jurisdiction for any litigation or arbitration arising out of relating to or regarding the validity of this agreement will be in the County of Los Angeles, California.

BY SIGNING THIS AGREEMENT, I HAVE READ THE ABOVE CONTRACT, UNDERSTAND IT AND AGREE TO FULFILL ALL THE PROVISIONS THEREIN.

(DEFENDANT SIGNATURE)

(PRINT)

(DATE)

(INDEMNITOR SIGNATURE)

(PRINT)

(DATE)

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Avenger's Bail Bonds Credit Card Signature Voucher

I _____ (Card Holder) certify that I am the card holder for the following credit card:

(Circle One) VISA / MC / DISCOVER / AMERICAN EXPRESS

Credit Card #: _____

Expiration Date: _____

CVV2 Number (Security Code): _____

Amount of Transaction: \$ _____

I authorize Blaine Carbo Bail Bonds to charge my credit card for services rendered regarding:

Defendant: _____

Power Number: _____

I am freely signing this identification voucher to add additional security to this transaction, which will aid in protecting both, I the card holder and this merchant.

Please find the attached copy of my state ID, Military ID, or Driver's License along with the copy of the credit card I have authorized to be charged for this requested transaction.

My billing address for this Credit Card is as follows:

Street Address: _____

City / State / Zip: _____

Card Holder Signature: _____

Name as Printed on Card: _____

Date: _____

**APPLICATION FOR QUALIFIED
BAIL BOND PREMIUM RATE**

I, _____ (hereinafter, "Purchaser.") hereby represent that I am eligible for a qualified percent premium rate in lieu of the standard 10 percent rate based on one of the following conditions:

8% Premium Rate:

- Qualified Union:** Is any union in which the defendant or indemnitor are members (Attach a copy of the union proof)

- Private Defense Attorney:** is any practicing defense attorney retained for or on behalf of a defendant in relation to the case to which this bail bond shall apply. (Attach a signed affidavit from the private defense counsel)

- Government Employee:** is any defendant or indemnitor currently employed by a United States city, county, state or federal government agency. (Attach a copy of the Government/Employment ID)

- Full Collateral with Real Property:** is any bond where the bail bond exposure is secured with real property with an unencumbered value in excess of 100% of the bail bond being executed.

7% Premium Rate:

- Private Attorney Referral:** is a referral from a licensed attorney and full remittance of the bail bond being executed. (Attach supporting documents)

*****IMPORTANT: PLEASE READ CAREFULLY*****

Rate quoted at point of sale is contingent upon Purchaser or another party representing such person providing the Bail Bond Agent offering such rate, the required documentation, as noted above, within 48 hours of purchase. Should purchaser fail to provide such required documentation, the rate offered shall revert to the Standard Bail Bond Premium Rate charge in the State of California, 10 percent. Purchaser and all indemnitors shall be obligated for any additional monies owed as a result of the changes in rate.

I have read the above terms and understand the conditions of such offering.

X _____ Dated: _____
Purchaser of Bail Bond

AVENGER'S BAIL BONDS
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Lic #: 1830798
(888) 665-2457

**INFORMATION REQUIRED TO BE MAINTAINED
PURSUANT TO CALIFORNIA CODE OF REGULATIONS,
TITLE 10, CHAPTER 5, SUB-CHAPTER 1, ARTICLE 2, §2100**

Defendant's Name: _____

Date Bond Posted: _____ Power #: _____

SOLICITATION/NEGOTIATION INFORMATION

1. Full name of person furnishing information leading to the solicitation or negotiation of the bail:
 Defendant Other _____
2. Address of person furnishing information leading to the solicitation or negotiation of the bail:
 On Bail Application and Agreement
 On Indemnitor Application and Agreement of _____
 Other: _____
3. Date and time such information was received: _____
4. Manner in which such information was received: _____
5. Connection or relationship of information provider to Defendant:
 Self Other _____
6. Name of person receiving such information for bail licensee: _____

PERSONS INVOLVED IN NEGOTIATING

7. Full name of person with whom bail was negotiated: Defendant Other _____
8. Address of person with whom bail was negotiated:
 On Bail Application and Agreement
 On Indemnitor Application and Agreement of _____
 Other: _____
9. Name of the person who carried out negotiations on behalf of bail licensee: _____
10. Was the bail negotiated directly with Defendant? Yes No
11. If yes, provide full statement of the manner in which Defendant communicated with the bail licensee:

REFERRAL INFORMATION

12. Was bail referred by another bail licensee? Yes No
13. If yes, name of referring bail licensee: _____
14. Was commission promised or paid? Yes No
15. If yes, amount of commission promised or paid: \$ _____
16. The name of any person who received or was promised any portion of a premium, fee, or commission or was compensated directly or indirectly: None Other _____
17. Was any valuable consideration other than money received in connection with a bail transaction? Yes No
18. If yes, provide full explanation and circumstances: _____