

# 1<sup>st</sup> Choice Bail Bonds

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## INDEMNITOR/GUARANTOR AGREEMENT

Today's Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year

Transaction for a Bond on: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Full Legal Name of Defendant

Bond Amount: \$ \_\_\_\_\_ Cash / Secure % \_\_\_\_\_ Premium Amount \$ \_\_\_\_\_  
Cash Bond 20% to 30% Secured Bond 10% \$ Amount in Numerals

If this is a cash bail the total charges or commissions for a cash bail may not be less than 20% or more than 30% of the bail amount posted by the property bail agent. It shall be unlawful for a property bail agent to post a bail without first charging and receiving at least 20% of the cash bail amount, and entering into a written contract signed by the parties containing all terms and conditions of the bond.

In signing this INDEMNITOR/GUARANTOR AGREEMENT you become an INDEMNITOR on a BAIL BOND. As an INDEMNITOR you are financially responsible for the DEFENDANT'S appearance in court EACH AND EVERY TIME the DEFENDANT is ordered to appear.

I understand I am responsible if it becomes necessary to arrest and surrender the defendant that I am responsible for paying for investigation, location and apprehension time: This is billed at a rate of \$150.00 per hour per investigator plus expenses or 25% of the bond; whichever is greater.

Investigation costs will begin to accrue after a court forfeiture hearing is scheduled or when the court has issued a Capias warrant for the Defendant arrest. Also if any condition is breached as defined in the Conditions of Release.

You are responsible for the payment of any court costs arising from nonappearance regarding the forfeiture, reinstatement or exoneration of the bond or bonds. (a minimum charge of \$250.00) for the bail agency to reinstate or exonerated the bond if necessary. Should it become necessary to apprehend and surrender the DEFENDANT to the Court, you are responsible for any and all expenses up to the full penal amount.

If a FORFEITURE occurs and the matter is not reinstated OR the DEFENDANT is not surrendered to the Court within the time prescribed by law, you are required to pay the full penal amount of each forfeited bond, plus expenses and any unpaid premium.

I agree to forego all rights for any refunds or reimbursements of any premiums paid after the bail bond(s) has been posted for the above named Defendant. I understand that the above named Defendant may not be released from custody and may be transferred to the jurisdiction of the detainer(s). I AGREE THE PREMIUM IS FULLY EARNED AND ALL MONIES ARE NON-REFUNDABLE.

I understand the obligation under this agreement is joint and several. This means that I may be held solely and individually liable for up to the full amount owed for any charges, even if there are co-signers on the agreement.

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 New Castle County in the State of Delaware.

The undersigned accepts and agrees to all of the bond terms and financial obligations as stated in the bail bond indemnity agreement and acknowledges that they are part of this INDEMNITOR/GUARANTOR AGREEMENT. I agree to indemnify and hold harmless the surety or its agent for all losses in connection with this bond(s) not otherwise prohibited by law.

LS \_\_\_\_\_  
Indemnitor's Signature

\_\_\_\_\_  
Indemnitor's Printed Name

LS \_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Witness' Printed Name