

A ROYAL FLUSH BAIL BONDS

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Financial Casualty & Surety Company

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INDEMNITOR/GUARANTOR CHECKLIST

BOND

NO.: _____

Bail

Amount: _____

Premium

Amount: _____

Amount

Paid Down: _____

Unpaid

Balance: _____

Cash

Collateral: _____

Date : _____

Defendant : _____

Jail : _____
(Initial Here)

- _____ 1. I have read and received a copy of the standard **A ROYAL FLUSH BAIL BONDS** bail bond agreement.
- _____ 2. This indemnitor/guarantor checklist is intended to clarify and explain the standard surety bail bond agreement.
- _____ 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 a rate of 10% [ten percent] per annum. There is a 15% [fifteen percent] late fee on all scheduled payments not received within five days of the due date.
- _____ 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 bond(s) posted.
- _____ 5. I understand that if the defendant does not appear for each and every scheduled court appearance until the bond is exonerated, that the court may forfeit the bond and that I will be responsible for paying the full amount of the bond plus associated expenses to the bail agency unless the bond is either reinstated or exonerated within the time allowed by law.
- _____ 6. A forfeiture of the bond will be entered by the court if the defendant fails to make any court appearances. I understand that if the bond is ordered forfeited and it is not ordered reinstated or exonerated, I must pay the full amount of the bail forfeited to the bail agency.
- _____ 7. I understand that if I have put up non-cash collateral, including real estate, that it may immediately, upon declaration of forfeiture, be converted to cash sufficient to cover the bond amount.
- _____ 8. 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 either \$100.00 [one hundred dollars] per hour per investigator plus expenses of 15% [fifteen percent] of the bond, whichever is greater.
Investigation costs will begin to accrue after a court forfeiture or when any co-signer requests the defendant be placed back into 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 the 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 8 of this checklist, will be charged if applicable and a receipt will be provided.
- _____ 9. I understand that if the bail is ordered forfeited by the court, that I am responsible to pay court costs and reasonable appearance or attorney fees (a minimum of \$300.00 [three hundred dollars]) for the bail agency to reinstate or exonerate the bail bond if necessary.
- _____ 10. 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 fees and costs. Attorney's fees are a minimum of \$100.00 [one hundred dollars] per hour. If any collection action needs to be taken, a minimum of two (2) times the balance owed will be charged.
- _____ 11. I understand that collateral cannot be released until all bonds posted on my behalf for the defendant have been exonerated, and written notice of the exoneration from the court is provided to the bail agency.
- _____ 12. 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.
- _____ 13. 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.
- _____ 14. This checklist is intended to explain and clarify the standard **A ROYAL FLUSH BAIL BONDS** surety bail bond agreement, which is the entire contract with the bail agency. 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.
- _____ 15. I declare that all statements made on the application and financial statements 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 the criminal defendant or myself.
- _____ 16. 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 and all charges, even if there are other cosigners on the agreement.
- _____ 17. 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 Clark County in the State of Nevada.

••• I HAVE READ AND AGREE WITH THE ABOVE DECLARATIONS AND UNDERSTAND MY RESPONSIBILITIES AND OBLIGATIONS AND INDEMNITOR/GUARANTOR. •••

SIGNATURE: _____

SIGNATURE: _____

NAME (print): _____

NAME (print): _____

Received copy: _____