

**AGREEMENT:** This is an agreement made between (Defendant) \_\_\_\_\_ and <HELP BAIL BONDS>  
For convenience (Co\_Signer) \_\_\_\_\_  
will be referred to as the "Indemnitor" throughout the remainder of this agreement and <HELP BAIL BONDS> will be referred to as the "Company" throughout the remainder of this agreement.

**BACKGROUND:** Company has agreed to execute a bond in the amount of \_\_\_\_\_ at the instance of the indemnitor upon the security and indemnity herein provided. The Bond is based upon accuracy of the representations made in the application which is incorporated by reference into this agreement.

**CONSIDERATION:** In consideration of the execution by the Company of the bond or undertaking, the Indemnitor agrees with the Company as follows:

1. The Indemnitor will pay to the Company or its duly authorized agent, \_\_\_\_\_ premium at the following times and in the following amounts  
See promissory note DTD \_\_\_\_\_. **THE PREMIUM IS NON-REFUNDABLE.**
2. The Indemnitor will at all times indemnify and keep indemnified the Company and save harmless the Company from and against any and all claims, demands, liabilities, costs, charges legal fees, disbursements and expenses of every kind and nature, which the Company shall at any time sustain or incur, and as well from all orders, decrees judgments and adjudications against the Company by reason or in consequence of having executed the bond and will pay over, reimburse and make good to the Company all sums and amounts of money required to meet every claim, demand, liability, costs, expense, suit, order, decree, payment or adjudication against the Company by reason of the execution of such bond before the Company may pay or incur in any legal proceedings, including proceedings in which the Company may assert or defend its right to collect or to charge for any legal fees and disbursements incurred in earlier proceedings.
3. The Indemnitor will immediately notify the Company of the making of any demand or the giving of any notice, or the commencement of any proceeding or the fixing of any liability which the company may be required to discharge by reason of the execution of any such bond or undertaking.
4. The checks or other evidence of payments by the Company, in discharge of any liability under or incurred in connection with any bond or undertaking, or incurred in connection with any collateral held by the Company, shall be conclusive evidence against the indemnitor of the fact and amount of the liability of the Indemnitor to the Company.
5. **Indemnitor will be responsible for any expenses incurred by Surety or Agent, including, but not limited to, bond premium, court fees, attorney fees, fees incurred by Surety or agent for professional investigators and contingent investigation fees; fees paid to bounty hunters; travel expenses, and expenses of lodging, eating and incidental expenses of surety, agent and any agent, hire or associate of their (with a minimum thereafter of \$200.00 per day) and any other expenses that may be incurred by the Surety or Agent.**
6. Any claim of damages arising from alleged conduct of Surety or Agent or their hires or their agents, including but not limited to, any claim for negligent conduct.
7. The indemnitor agrees that the Company may at any time take such steps as it may deem necessary to obtain its release from any and all liability under any of its bonds. It shall not be necessary for the Company to give the Indemnitor notice of any fact or information coming to the Company's notice or knowledge concerning or affecting its rights or liability under any bond, including notice of its intent to seek a release from its rights or liability under any bond, including notice of its intent to seek release from its obligations under the bond. Notice of all such being hereby expressly waived. The Company may secure and further indemnify itself against loss damages or expensed in connection with any such bond or undertaking in any manner it may think proper including surrender of the defendant (either before or after forfeiture and/or payment) if the Company shall deem the same advisable. All expenses which the Company may sustain or incur or be put in obtaining such release or in further securing itself against loss, shall be borne and paid by the Indemnitor.
8. This instrument shall be binding not only upon the Indemnitor jointly and severally, but upon the heirs, executors, administrators, successors and assigns of the Indemnitor as well.
9. The company reserves the right to decline to issue the bond for which application is hereby made, against the Company in consequence of its failure to execute such bond: nor shall any claim be made in case the bond, if executed, with the intent and purpose that they be fully relied on.
10. The Indemnitor warrants that the declarations made and answers given in the application are the truth without reservation and are made for the purpose of inducing the Company to become surety or to procure suretyship on the bond or undertaking applied for herein, with the intent and purpose that they be fully relied on.
11. The Company shall not be first obliged to proceed against the Principals on any such bond or undertaking before having recourse against the Indemnitor or any of them. The Indemnitor hereby expressly waives the benefit of any law requiring the Company to make this claim upon or proceed or enforce its remedies against the Principal before making demand upon or proceeding and enforcing its remedies against any Indemnitor.
12. The acceptance of this Agreement and of the Indemnitor for agreement to pay premiums on the execution and on continuance of the bond or the acceptance at any time by the Company of other collateral security or agreement, shall not in any way abridge or limit the right of the Company to be subrogated to any right or remedy or limit any law or remedy which the Company may otherwise have, acquire, exercise or enforce under this or any other agreement or by law allowed. The Company shall have every right and remedy which an individual surety acting without compensation would have; all such rights being the same effect as though such provision or provisions were omitted.
13. In making application for the hereinabove described Bail Bond, we warrant all of the statements made on the application to be true and we agree to advise the Surety or its agents of any change (especially change of address) within 49 hours of such change has occurred and agree that any failure to so notify shall be cause for the immediate surrender of the defendant without any liability for the return of any part of the premium.

**IN TESTIMONY WHEREOF,** we have hereunto set our hands and affixed our seals.

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ set my hand

Defendant \_\_\_\_\_ Co-Signer \_\_\_\_\_ Co-Signer \_\_\_\_\_

I hereby state that this form is true and complete to the best of my knowledge, and acknowledge that the premium received is correct

\_\_\_\_\_  
(Signature of Solicitor)