



**INDEMNITOR/COSIGNER INFORMATION**

Indemnitor Name: First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Years \_\_\_\_\_

Home(\_\_\_\_\_) \_\_\_\_\_ Cell(\_\_\_\_\_) \_\_\_\_\_ Relation to Defendant \_\_\_\_\_

Work(\_\_\_\_\_) \_\_\_\_\_ Employer \_\_\_\_\_ Supervisor \_\_\_\_\_ Years \_\_\_\_\_ (M)Income \_\_\_\_\_

D.O.B. \_\_\_\_/\_\_\_\_/\_\_\_\_ S.S. # \_\_\_\_-\_\_\_\_-\_\_\_\_ Drive lic. # \_\_\_\_\_

Auto Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_ Lic. # \_\_\_\_\_

Bank \_\_\_\_\_ Branch \_\_\_\_\_ Acct# \_\_\_\_\_ Balance \_\_\_\_\_

Real Property \_\_\_\_\_ Value \_\_\_\_\_ Equity \_\_\_\_\_

**I CERTIFY THAT THE INDEMNITOR  
INFORMATION IS TRUE AND CORRECT.**

\_\_\_\_\_ **INDEMNITOR SIGNATURE**

\_\_\_\_\_ **DATE**

**BAIL BOND AGREEMENT**

WHEREAS, the undersigned, hereinafter called the First Parties, whether one or more, have made or do now make application to Alliance Bail Bonds Inc. hereinafter called the Second Part, to have executed or secure the execution by the Indiana Lumbermen's Mutual Insurance Co., a corporation, hereinafter called the Surety, of a Bail Bond in the penal sum of \$ \_\_\_\_\_ on behalf of \_\_\_\_\_ herein after called Defendant, and WHEREAS, upon and with the express understanding and condition that this agreement would be executed by the First Parties, the Second Party has heretofore arranged for the execution of said Bail Bond or does hereby agree to arrange the execution of the same.

NOW, THEREFORE, in consideration of the Second Party arranging for the execution of the Bail Bond aforementioned, or in the event that said Bail Bond shall already have been executed and the Defendant released from custody thereon, then and for and in consideration of the Second Party causing the Surety to permit the Defendant to remain for the time being free from the custody of the Court under said Bail Bond, the First Parties and each of them do hereby jointly and severally agree and promise as follows:

**FIRST**

TO PAY TO THE SECOND PARTY THE SUM OF \$ \_\_\_\_\_ as premium for and upon the execution of said Bail Bond and a like sum annually in advance each year hereafter until the surety shall be legally discharged from all liability hereunder, and to pay the Second Party guard fees and charges for the extraordinary services, if any.

**SECOND**

To indemnify and to at all times save harmless the Second Party or the Surety from and against any and all liability, demands, expenses, attorney's fees, debts, damages, judgments, or losses of every kind, character or nature that the Second Party or the Surety shall or may at any time or for any cause sustain, incur or be put to be reason of the execution or the arranging or obtaining the execution of the bail bond aforementioned or any renewal thereof or any bond issued in continuance thereof or as a substitute therefore: to pay the Second Party or the Surety immediately upon demand the penal amount of said bail bond whenever the Second Party or the Surety deems such payment necessary for protection, upon any change to condition which increases the hazard, which sum shall be retained and used by the Second Party or the Surety as security hereunder: TO PAY TO THE SECOND PARTY OR THE SURETY IMMEDIATELY UPON THE DECLARATION OF FOREFEITURE OF SAID BAIL BOND THE PENAL AMOUNT THEREOF.

**THIRD**

To aid and cooperate with the Second Party or the Surety in Securing the release or exoneration in the Second Party or the Surety from and all liability under said bail bond, including the surrender of the Defendant to the custody of the court should the Second Party or the Surety in its sole discretion deem such action necessary or advisable, and even though such surrender may have been made before the bail bond has been forfeited or any liability incurred thereon by the Second Party or the Surety and no obligation shall exist on the part of the Second Party or the Surety to return or waive the premium or any portion thereof, except as may be otherwise required by law or the rules of the insurance Commissioner.

**FOURTH**

To reimburse the Second Party or the Surety for any and all expenses or liabilities incurred in searching for, recapturing or returning the Defendant to the custody of the court, including salaries of employees during the time spent apprehending or endeavoring to apprehend the Defendant, expenses for private detectives, rewards, traveling expenses, telephone calls, automobile expenses, airfares, meals and any and all other expenses or liabilities incurred by the Second Party or the Surety as necessary or incidental in apprehending or in endeavoring to apprehend the Defendant, including also liability for attorney's fees incurred by the Second Party or the Surety in making application to the court for an order to vacate or set aside the order of forfeiture or the judgment entered thereon and even though such expensed may have been incurred before any order had been made forfeiting said bail bond or even though such expenses may have been incurred after the time for the setting aside of the forfeiture declared upon the said bail bond shall have expired; that an itemized statement of such expenses sworn

to by the Second Party or any officer or attorney-in-fact of the Surety shall be accepted as prime facie evidence of the face and extent of such expenses in any and all suits hereunder. All money owing to the Second Party pursuant to this Agreement, this is in arrears for a period of 30 days, shall accrue monthly interest at a rate of 3.5%

**FIFTH**

This agreement shall apply to any and all other bail bonds executed for the Defendant on the same charge for which the above mentioned bail bond was executed or any other charge connected therewith or arising out of the same general transaction or circumstances regardless of whether said bail bond or bonds are filed before or after conviction or on appeal, but not in a greater amount.

**SIXTH**

That any and all money or other property which the undersigned or any of them have paid or deposited or may pay or deposit with the Second Party or the Surety, or which is or may at any time be in the hands of the Second Party or the Surety belonging to the undersigned, may be held by the Second Party or the Surety as collateral or at the option of the Second Party or the Surety may be applied as collateral security of indemnify for the matters contained herein or any of them. But nothing herein shall be a waiver by the depositor of any money or property or by any guarantor of any right or rights she may have or shall hereafter acquire in connection therewith as against the Surety.

**SEVENTH**

To pay the Second Party or the Surety as attorney's fees in the event of suit hereunder for breach of this agreement a sum equal to twenty percent (20%) of the amount due to the Second Party or the Surety under this indemnity agreement, but in no event shall such attorney's fee be less than the sum of **TWO HUNDRED FIFTY DOLLARS (\$250.00)**

**EIGHTH**

In making application for the above described bail bond, we warrant all the statements made on this application to be true and we agree to advise the Second Party or Surety or its agent(s) of any change within 48 hours after such change has occurred and agree that any failure to so notify shall be cause for the immediate surrender of defendant.

**NINETH**

Co-signer(s), Indemnitor(s), and/or Defendant authorize Company, its Agents, Affiliates, Assigns, and/or Representatives acting on behalf of the Company to perform independent investigations, make contact with, and enter and/or search the Parties' residential dwellings, any addresses listed on this agreement, and/or the workplaces of any party subject to this Agreement, without a warrant and hereby waive the right to refuse consent to such a search, for the purposes of effecting said investigation and/or enforcing its rights under the law to re-arrest Defendant.

**TENTH**

Co-signer(s), Indemnitor(s), and/or Defendant authorize Company, its Agents, Affiliates, Assigns, and/or Representatives acting on behalf of the Company to make inquiries into the background, criminal and/or police records, motor vehicle records, credit records, medical records, and any other records deemed necessary by Company to effect its investigations, confirm the accuracy of the material in this Agreement, effect an investigation, and/or enforce its rights under the law to re-arrest Defendant. The parties to this agreement hereby release Company, its Agents, Affiliates, Assigns, and/or Representatives, and any entity that provides information pursuant to this Authorization, from any and all liabilities, claims or lawsuits in regard to the information obtained from any of these sources.

**IN WITNESS WHEREOF THE UNDERSIGNED DO HEREBY ACKNOWLEDGE RECEIPT OF THE FOREGOING AGREEMENT AND VERBILY STATE THAT THEY AND EACH OF THEM HAVE CAREFULLY READ THE SAME AND UNDERSTAND THE CONTENTS THEREOF AND DO NOW SET THEIR HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_.**

\_\_\_\_\_

Defendant Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Please Print Defendant

\_\_\_\_\_

Date

\_\_\_\_\_

Co-Signer Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Please Print Co-Signer

\_\_\_\_\_

Date

**ACKNOWLEDGMENT**

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

