

Bond Date _____
Bond No. (s) _____
Amt.(s) \$ _____
Booking # _____
Where Held _____



Acme Bail Bonds
2674 E Main St, PMB C-209
Ventura CA 93003
800-442-2245 Fax 888-891-8881
Insurance Bail License # 1841993

APPLICATION AND AGREEMENT FOR SURETY BAIL BOND

DEFENDANT INFORMATION

Name _____ A.K.A. _____
Sex _____ Race _____ Height _____ Weight _____ Hair _____ Eyes _____ Glasses _____ Facial Hair _____
I.D. Marks _____
Charges _____ Case # _____ Date to Appear _____ Time _____
Court _____ Jud. Dist. _____ Div. or Dept. _____ County _____
D.O.B. _____ SSN _____ DL or ID# _____ State _____
Where Arrested _____ Co-Defendants _____
Home Phone _____ Mobile _____ Work _____
Place of Birth City _____ State _____ US Citizen / Resident Alien / None
Current Address _____ City _____ State _____ How Long? _____
Previous Address _____ City _____ State _____ How Long? _____
Years in City _____ County _____ State _____ Name of Last City _____ Last State _____
Employer _____ Address _____ Mo. Income _____
Occupation _____ Dept. _____ Supervisor _____ How Long _____
Previous Employer _____ Address _____ When _____
On Probation? _____ Where _____ Probation Officer _____
Vehicle - Make _____ Model _____ Year _____ Color _____ License# _____
Military Branch _____ Serial _____ Discharge Date _____ Union _____ Local# _____
Credit Ref. & Accts. #'s _____

FAMILY INFORMATION

Spouse _____ Add. _____ Phone _____ How Long _____
Employer _____ Address _____ Mo. Income _____
Occupation _____ Dept. _____ Supervisor _____ How Long _____
Previous Employer _____ Address _____ When _____
Married? _____ When _____ Where _____ Maiden Name _____ D.O.B. _____
Vehicle - Make _____ Model _____ Year _____ Color _____ License# _____
Previous Spouse _____ Address _____ City _____ Phone _____
Children Name & Age _____ School _____
Mother _____ Address _____ City _____ Phone _____
Father _____ Address _____ City _____ Phone _____

FAMILY INFORMATION CONT.

Spouse's Mother _____ Address _____ City _____ Phone _____
Spouse's Father _____ Address _____ City _____ Phone _____
Def. Brother _____ Address _____ City _____ Phone _____
Def. Sister _____ Address _____ City _____ Phone _____
Best Friend _____ Address _____ City _____ Phone _____
Def. Attorney _____ City _____ Phone _____

INDEMNITOR INFORMATION

Ind. Name _____ Address _____ City _____ Phone _____
SSN _____ DL or ID# _____ D.O.B. _____ Relation to Def. _____
Employer _____ Address _____ Phone _____
Occupation _____ How Long _____ Supervisor _____ Monthly Income _____
Bank _____ Account# _____ Type _____ Balance _____
Spouse _____ Address _____ City _____ Phone _____
Employer _____ Address _____ Phone _____
Occupation _____ How Long _____ Supervisor _____ Monthly Income _____
Vehicle - Make _____ Model _____ Year _____ Color _____ License# _____
Registered Owner _____ Legal Owner _____ Liens _____
Real Property _____ In Who's Name _____ How Long _____
Lot _____ Block _____ Tract _____ Maps in Book _____ Page _____
Value _____ Equity _____ Financed By _____ A.P. No. _____
Credit Ref. & Accts. #'s _____

I certify that the above is true and correct. I further understand this is an application for a type of credit, and authorize review of my credit history via credit reporting agency checks.

DATE

SIGNATURE OF INDEMNITOR

STATEMENT OF INFORMATION REQUIRED BY SECTION 2100, CALIFORNIA REGULATORY CODE, AND WHICH MAY BE REQUIRED IN OTHER STATE

Full Name of Person Supplying Information _____
Name of Person Negotiating Bail _____
Name of Person Receiving Information

Address _____
Address _____
Date and Time of Information Received

Connection or Relationship to Defendant _____
Connection or Relationship to Defendant _____
Manner in which Information Received

If Same was Defendant, How Did Communicate _____
Name of Licensee who Negotiated Transaction _____
Name of Other Agent Involved and Commission Paid

If Writ, _____
Name of Attorney _____
Name and Sum Paid Unlicensed Persons and Services Performed

Was consideration other than money received? Yes No If yes, explain in detail and attach statement.

INDEMNITY AGREEMENT FOR SURETY BAIL BOND CONTINENTAL HERITAGE INSURANCE COMPANY

The undersigned, called "First Party," make application to _____ called "Second Party," for execution by CONTINENTAL HERITAGE INSURANCE COMPANY, a corporation called "Surety" of a Bail Undertaking herein referred to as "Bail

Bond" in the penal amount of \$ _____ for _____ called "Principal," and in consideration of the Second Party arranging for execution of continuance of this Bail Bond, First Party does jointly and severally agree as follows:

FIRST: To pay Second Party \$ _____ per annum for this Bail Bond. The premium is fully earned upon the release of Principal. The fact that Defendant may have been improperly arrested, or his bail reduced or his case dismissed, shall not obligate the return of any portion of said premium. This Bond is renewable each year. First Party agrees to pay to Second Party a renewal premium in the amount stated above, twelve months after the date on which this Bond was executed. If said renewal premium is not paid upon written demand therefore, Second Party or Surety has the right to surrender Principal, as provided in the California Penal Code, Section 1300, and exonerate the Bond. SECOND: To reimburse Second Party and Surety for actual expenses incurred by Second Party or Surety in connection with the arranging and/or execution of Bail Bond or any renewal or substitution thereof whether or not said Principal refuses to be released after arrangements have been initiated by Second Party, in accordance with regulations of the Insurance Commissioner in effect at the time such expenses are incurred.

THIRD: To reimburse Second Party and Surety for actual expenses incurred and caused by a breach by the Principal of any of the terms for which the application and Bail Bond were written not in excess of the penal amount of the Bail Bond including all expenses or liabilities incurred as a result of searching for, recapturing or returning Principal to custody, incurred by Second Party or Surety or as necessary in apprehending or endeavoring to apprehend Principal, including legal fees incurred by Second Party or Surety in making application to a court for an order to vacate or to set aside the order of forfeiture or Summary Judgment entered thereon. However, no expenses or liabilities incurred for recapturing or returning Principal to custody shall be chargeable after the entry of Summary Judgment.

FOURTH: To pay the Second Party or Surety, in the event that it is necessary for them to institute suit for a breach of this agreement, a reasonable attorney's fee which shall, in no event, be less than the sum of twenty-five dollars (\$25.00).

FIFTH: To pay Second Party or Surety as collateral upon demand, the penal amount of Bail Bond whenever Second Party or Surety, as a result of information concealed or misrepresented by the First Party of Principal or other reasonable cause, any one of which was material to hazard assumed, deems payment necessary to protect the Second Party or Surety hereunder. Where, as a result of judicial action, bail has been increased, and no collateral or insufficient collateral, in the sole discretion of Second Party or Surety, is furnished to indemnify against such increase in the bail, Second Party or Surety may demand such collateral as will indemnify them against such increased bail.

SIXTH: To pay Second Party or Surety immediately upon demand after entry of Summary Judgment, pursuant to California Penal Code, Section 1306. SEVENTH: To aid Second Party or Surety in securing release or exoneration of Second Party or Surety from all liability under Bail Bond, including the surrender of Principal to Court should Second Party or Surety deem such action advisable.

EIGHTH: That all money or other property which the First Party has deposited or may deposit with the Second Party or the Surety may be applied as collateral security or indemnity for matters contained herein, and to accomplish the purposes contained herein, the Second Party and/or Surety is authorized to lawfully levy upon said collateral in the manner provided by law to apply the proceeds there from and any and all money deposited to payment or reimbursement for the hereinabove liabilities, losses, costs, damages and expenses. If collateral received by Second Party is in excess of the bail forfeited, such excess shall be returned to the depositor immediately upon the application of the collateral to the forfeiture, subject to any claim of Second Party and Surety for unpaid Premium or the hereinabove charges.

NINTH: Second Party or Surety shall not surrender Principal to custody prior to the time specified in the Bail Bond for the appearance of the Principal, or prior to any occasion when the presence of the Principal in Court is lawfully required without returning all premium paid thereof, unless as a result of judicial action, information concealed or misrepresented by the Principal, or other reasonable cause, any one of which was material to the hazard assumed the hazard was substantially increased and the additional premium, if any, for such increased hazard was not paid within a reasonable time.

TENTH: The obligations hereunder are joint and several and any amounts due shall bear interest at the maximum rate of interest allowed by law. The Second Party and the Surety shall not be first obliged to proceed against the Principal on Bail Bond before having recourse against the First Party or to proceed or enforce its remedies against the Principal before making demand upon or proceeding and/or enforcing its remedies against any one or more of the First Party.

ELEVENTH: In making application for Bail Bond, each of us warrants all statements made by him or her on this application to be true, and we agree to advise Second Party or Surety of any change, including but not limited to change of address or employment of either the Principal or of any of the First Party, or any other material change in circumstances, within forty-eight (48) hours after knowledge such change shall have occurred, and the First Party agrees that any failure to so notify shall be reasonable cause for the immediate surrender of the Principal.

TWELFTH: The undersigned agree that these obligations apply to all other Bail Bonds executed for the same charge for which the above mentioned Bail Bond was executed, or any charge arising out of the same transaction, regardless of whether said Bail Bonds are filed before or after conviction, but not in a greater amount.

IN WITNESS WHEREOF, the First Party whose names are subscribed to the Bail Agreement executed here within each represents: I have read the Bail Agreement and I know the contents thereof; that I hereby acknowledge receipt of a copy of said Bail Agreement; that I am the true and lawful owner of the property, whether real or personal, which if set forth in the Application for Bail (which Application is made a part hereof by reference as though herein fully set forth) is my property and that I own such property free and clear of all liens or encumbrances except as so noted, and I further promise not to transfer or encumber any of said property until my liability on said Bail Agreement has been released. I understand the Second Party and/or Surety is permitting the said bail to remain in force upon reliance of the statements made by me and I do hereby

this _____ day of _____, _____ set my hand.

Defendant

SIGNATURE _____ HOME PHONE _____ WORK PHONE _____

NAME _____ Address _____ City _____ Zip _____

EMPLOYER _____ Address _____ City _____ Zip _____

DMV I.D. _____ SSN _____ D.O.B. _____

Indemnitor

SIGNATURE _____ HOME PHONE _____ WORK PHONE _____

NAME _____ Address _____ City _____ Zip _____

EMPLOYER _____ Address _____ City _____ Zip _____

DMV I.D. _____ SSN _____ D.O.B. _____

Indemnitor

SIGNATURE _____ HOME PHONE _____ WORK PHONE _____

NAME _____ Address _____ City _____ Zip _____

EMPLOYER _____ Address _____ City _____ Zip _____

DMV I.D. _____ SSN _____ D.O.B. _____