



BAIL BOND APPLICATION

FROM

REQUESTING BAIL AGENCY : Abierto 24/7 Bail Bonds / Domestic Dispute Bail Bonds / Zulu 24/7 Bail Bonds

Ca Bail Lic # 1842068

Proudly serving all of Southern California including San Diego, Los Angeles, Orange, San Bernardino, Riverside, Ventura, Kern & surrounding counties.

CONTACT

: Office (866)886-1999 Fax (877)227-7710

TO

NAME : _____
PHONE NUMBERS : _____

Number of pages sent including cover page: _____

DEFENDANT: _____

FOR YOUR CONVENIENCE, INSTRUCTIONS FOR PAPERWORK ARE LISTED BELOW. MATCH PAPERWORK WITH NUMBERS MARKED AT TOP RIGHT HAND CORNERS.

#2	PLAIN TALK CONTRACT:	REVIEW, FILL-IN, THEN SIGN.
#3	BAIL CONTRACT (Page 1):	FIRST PAGE OF CONTRACT, PLEASE REVIEW.
#4	BAIL CONTRACT (Page 2):	FINAL PAGE OF CONTRACT, PLEASE REVIEW SIGN & FILL-IN INDEMNITOR'S (CO-SIGNER) SECTION.
#5	INDEMNITOR/GUARANTOR CHECK LIST:	REVIEW, INITIAL EACH PARAGRAPH AFTER YOU HAVE READ COMPLETELY. SIGN AND PRINT NAME BOTTOM.
#6	INDEMNITOR'S FINANCIAL STATEMENT:	MUST BE FULLY COMPLETED. THIS IS INFORMATION ABOUT YOURSELF; YOU ARE THE INDEMNITOR, ALSO REFERRED TO AS CO-SIGNER.
#7	INDEMNITOR'S FINANCIAL STATEMENT:	FINAL PAGE, MUST HAVE A MINIMUM OF (3) REFERENCES. THEN SIGN, PRINT NAME, AND DATE.
#8	CREDIT CARD AUTHORIZATION FORM:	USE FOR CREDIT CARD TRANSACTIONS ONLY. IF APPLIES, REVIEW ALL INFORMATION, (ACCOUNT NUMBERS AND AMOUNTS) THEN SIGN, ENTER BILLING ADDRESS / PHONE NUMBER IN APPROPRIATE SECTION.
#9	PAYMENT PLAN:	USE FOR TRANSACTIONS THAT HAVE CREDIT TERMS FOR PAYMENT OF PREMIUMS. REVIEW TERMS, SIGN & DATE.

WHEN RETURNING DOCUMENTS BY EMAIL OR FAX, PLEASE INCLUDE COPIES OF IDENTIFICATION, UTILITY BILL, RECENT PAY STUBS, AND COPY OF CREDIT CARD, IF APPLICABLE

PLAIN TALK CONTRACT

CONTRACT DATE: _____

BAIL BOND NUMBER: _____

BOND AMOUNT: _____

PREMIUM AMOUNT: _____

I understand that in signing this bond for obtaining the release of the defendant,

_____ that I am responsible for him/her appearing in court each time he/she is so ordered; also, if he/she fails to follow any and all instructions or orders of the court or forfeits the bond, and it becomes necessary to apprehend and surrender him/her to the court, I understand that I am responsible for any and all expenses incurred as a result of such forfeiture and further, if such a forfeiture occurs and defendant is not surrendered to the court within the time prescribed by law, I understand that I am required to pay the FULL AMOUNT of the bond posted, including any unpaid bail premium.

I further understand that the premium owing and /or paid on this bond is fully earned upon the release of the defendant from custody. The fact that the defendant may have been improperly arrested, or his/her bail reduced, or his/her case dismissed, shall not obligate the return or forgiveness of any portion of the premium.

IMPORTANT NOTICE:

THERE IS A WAITING PERIOD OF APPROXIMATELY 30 DAYS FROM THE DATE THE BOND IS EXONERATED BEFORE COLLATERAL (IF TAKEN) CAN BE RETURNED. WE MUST RECEIVE WRITTEN NOTICE FROM THE CLERK OF THE COURT.

I have read the above contract and understand it, and agree to fulfill ALL of the provisions therein.

SIGNED: _____

DEFENDANT

INDEMNITOR

INDEMNITOR

AGENT

INDEMNITY AGREEMENT FOR SURETY BAIL BOND BANKERS INSURANCE COMPANY

The undersigned, called "First Party," make application to **ABIERTO 24/7 BAIL BONDS** called "Second Party," for execution by Bankers Insurance Company, a corporation, called "Surety" of a Bail Undertaking herein referred to a "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 court for an order to vacate or set aside the order of forfeiture of 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 or 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 Indemnity 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 purpose 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 herein above 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 preference as through 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 _____, 20__ set my hand.

DEFENDANT

Signature _____ Date of Birth ____-____-____
Print Name _____ Social Security ____-____-____
Address: _____
Phone: (____) _____ Work: (____) _____

INDEMNITOR

Signature _____ Date of Birth ____-____-____
Print Name _____ Social Security ____-____-____
Address: _____
Phone: (____) _____ Work: (____) _____

DEFENDANTS NEXT COURT APPEARANCE

Defendant: _____
Court Date: _____
Court Time: _____
Department: _____
Court: _____
Address: _____

INDEMNITOR / GUARANTOR CHECKLIST

Date: _____

Defendant: _____

Bond No: _____

Bail Amount: _____

Premium Amount: _____

Amount Paid: _____

Unpaid Balance: _____

Cash Collateral: _____

PLEASE INITIAL EACH PARAGRAPH AFTER READING

- ___01 Defendant and Indemnitor will keep ABIERTO 24/7 BAIL BONDS updated on future court date(s).
- ___02 Defendant shall not leave the State of California and shall not travel to Mexico, while on bail under ABIERTO 24/7 BAIL BONDS.
- ___03 I have read and received a copy of the standard surety bail bond agreement.
- ___04 This indemnitor / guarantor checklist is intended to clarify and explain the standard Surety Bail Bond Agreement.
- ___05 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 ten percent per annum. There is a 10 percent late fee on all scheduled payments not received within five days of the due date.
- ___06 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.
- ___07 I understand I am responsible for paying the full amount of the bond posted if the defendant does not appear in court, for every appearance and any other time ordered by the court, until defendant is sentenced or the case is dismissed by the court.
- ___08 A forfeiture of the bail will be entered by the court if the defendant fails to make any court appearance. I understand that if the bond is ordered forfeited and it is not ordered reinstated, or exonerated, that I must pay the full amount of the bail forfeited to ABIERTO 24/7 BAIL BONDS
- ___09 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 \$200 per hour per investigator plus expenses or 25 percent of 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 in custody or when any condition exists as defined in the Bail Bond Agreement, specifically, but not limited to Sections Seven and Thirteen. If no investigation costs have been incurred prior to a voluntary surrender of 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 10 of this checklist, will be charged if applicable and a receipt will be provided.
- ___10 I understand that if the bail is ordered forfeited by the court, that I am responsible to pay court costs and reasonable appearance fees (a minimum of \$200) for ABIERTO 24/7 BAIL BONDS to reinstate or exonerate the bail bond if necessary.
- ___11 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 \$250 an hour. If any collection action needs to be taken, actual fee will be charged.
- ___12 I understand that collateral can not be released until all bonds posted on my behalf for the defendant have been exonerated, and written notice from the court provided to ABIERTO 24/7 BAIL BONDS
- ___13 I understand that substitution of collateral is done at the discretion of the surety and ABIERTO 24/7 BAIL BONDS There are no agreements to substitute collateral at a future date.
- ___14 I understand that it is my responsibility to request return of any collateral provided. There may be a delay of return of collateral until ABIERTO 24/7 BAIL BONDS 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 ABIERTO 24/7 BAIL BONDS
- ___15 This check list is intended to explain and clarify the standard bail agreement, which is the entire contract with ABIERTO 24/7 BAIL BONDS 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.
- ___16 I declare that all statements made on the application and financial statements are true. I agree to notify ABIERTO 24/7 BAIL BONDS, within 48 hours of any changes, including but not limited to any change of address or employment of either myself or the criminal defendant.
- ___17 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 co-signers on the agreement.
- ___18 I understand that any information obtained may be used as an application for a type of credit, and I authorize ABIERTO 24/7 BAIL BONDS to review my credit history via credit reporting agency checks.
- ___19 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 state court in the Central Judicial District, City of San Diego, County of San Diego, State of California.

**** I HAVE READ AND AGREE WITH THE ABOVE AND UNDERSTAND MY RESPONSIBILITIES AND OBLIGATIONS ****

SIGNATURE: _____

SIGNATURE: _____

NAME (print): _____

NAME (print): _____

INDEMNITOR'S FINANCIAL STATEMENT
(THIS IS ALL INFORMATION ABOUT YOU, THE CO-SIGNER)

FIRST NAME _____ MIDDLE _____ LAST _____
 RELATIONSHIP TO DEFENDANT _____ KNOWN DEFENDANT FOR: YRS _____ MOS. _____
 NICK NAME/AKA _____ SOCIAL SECURITY # _____ - _____ - _____
 HOME PHONE(____) _____ CELL PHONE(____) _____
 ADDRESS _____ UNIT # _____ OWN? YES/ NO _____
 CITY _____ STATE _____ ZIP _____ HOW LONG _____
 APARTMENT NAME _____ LANDLORD _____
 MAILING ADDRESS _____
 PREVIOUS ADDRESS _____
 =====
 I.D. # _____ STATE _____ EXPIRATION ____/____/____ TYPE _____
 YRS IN CITY _____ YRS IN STATE _____ MOTHER'S MAIDEN NAME _____
 =====
 SEX _____ RACE _____ DOB ____/____/____ HEIGHT ____ FT ____ IN EYE COLOR _____
 PLACE OF BIRTH _____ PLACE RAISED _____ WEIGHT _____ HAIR COLOR _____
 =====
 PRESENT OCCUPATION _____ EMPLOYER/COMPANY _____
 JOB TITLE _____ PHONE(____) _____ LENGTH AT JOB _____ YRS _____ MOS. _____
 ADDRESS _____ CITY _____ STATE _____ ZIP _____
 INCOME _____ SHIFT _____ UNION _____ LOCAL _____
 PREVIOUS OCCUPATION AND EMPLOYER _____ LENGTH _____ YRS _____ MOS. _____
 ADDRESS _____ PHONE(____) _____
 =====
 ARE YOU CURRENTLY RECEIVING: S.S.I. ____? WELFARE ____? UNEMPLOYMENT ____? CHILD SUPPORT ____?
 AMOUNTS RECEIVED\$ _____ RECEIVED ON _____ OF EACH MONTH
 FILED BANKRUPTCY? ____ WHEN ____/____/____ CITY _____
 =====
 PRESENTLY IN MILITARY? _____ BRANCH _____ LENGTH _____ YRS _____ MOS. _____
 DUTY STATION _____ RANK _____ POSITION _____ E.O.S. _____
 COMMANDING OFFICER _____ PHONE(____) _____
 =====
 NAME(S) OF THOSE YOU LIVE WITH _____
 RELATIONSHIP(S) _____ PHONE(____) _____
 SPOUSE NAME _____ IF SPOUSE'S ADDRESS IS DIFFERENT _____
 ADDRESS _____ CITY _____ STATE _____ ZIP _____
 SPOUSE EMPLOYMENT _____ PHONE(____) _____
 ADDRESS _____ CITY _____ STATE _____ ZIP _____
 SUPERVISOR _____ OCCUPATION _____ LENGTH _____ YRS _____ MOS _____

(THIS IS ALL INFORMATION ABOUT YOU, THE CO-SIGNER)

VEHICLE YR _____ COLOR _____ LICENSE PLATE # _____ STATE REGISTERED IN _____

MAKE _____ MODEL _____ LIEN HOLDER _____

BANK _____ BRANCH _____

SAVINGS ACCOUNT # _____ CHECKING ACCOUNT # _____

PROPERTY IN WHOSE NAME(S) _____

MORTGAGE COMPANY _____ CITY _____ STATE _____

MORTGAGE POLICY # _____ LOAN BALANCE\$ _____

ESTIMATED VALUE OF PROPERTY\$ _____ EQUITY\$ _____

OF CHILDREN _____ NAMES AND AGES _____

IF DIVORCED-WHERE DIVORCED _____ WHEN _____

EX-SPOUSE NAME _____ PHONE(_____) _____

DO YOU PAY CHILD SUPPORT? _____ TO WHOM _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

DO YOU RECEIVE CHILD SUPPORT? _____ FROM WHOM _____

FATHER _____ PHONE(_____) _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

MOTHER _____ PHONE(_____) _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

BROTHER _____ PHONE(_____) _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

SISTER _____ PHONE(_____) _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

FRIEND _____ PHONE(_____) _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

FRIEND _____ PHONE(_____) _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

ATTORNEY _____ PHONE(_____) _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

ATTEST THAT THE INFORMATION GIVEN ON THIS INSTRUMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE UNDER PENALTY OF PERJURY. I UNDERSTAND THAT ANY UNTRUTHS OR VOLUNTARY MISINFORMATION MAY RESULT IN REMANDING OF DEFENDANT BACK INTO CUSTODY, FORFEITURE OF BOND AND ALL COSTS INCURRED, AS A RESULT OF MY SIGNATURE ON THE CONTRACT OF WHICH THIS DOCUMENT IS CONSIDERED A PART OF THE OVERALL AGREEMENT.

SIGNATURE

DATE

PRINT NAME

CREDIT CARD AUTHORIZATION

Name on the Card: _____

Type of Card: Visa MC AmEx Discover
Other _____

Credit Card # _____ - _____ - _____ - _____

Expiration Date _____

Security Code _____

Billing Address _____

City, State, Zip _____

Phone Number _____

I am in receipt of the bail services from Abierto 24/7 Bail Bonds and acknowledge that the charge(s) made to my account are for the following:

Bail Bond No(s): _____

Defendant _____

On my credit card _____ - _____ - _____
Premium Collateral Total Payment

I agree to pay, and do hereby authorize Abierto 24/7 Bail Bonds to charge my card. **I fully understand the premium is non refundable.** In the event that collateral is taken on a credit card, I understand the "collateral will be refunded minus 6 percent", and cannot be refunded until after our office has received a certificate of discharge from the court. Due to the nature of the transaction, **I agree that once the defendant is released on bail bond, I will not request a "charge back" from the credit card company.**

Signature of Card Holder X _____ Date _____

Card Holder Drivers License Number _____ State _____

BAIL BOND PAYMENT AGREEMENT PROMISSORY NOTE

On demand, without grace, I/we, the undersigned, promise to pay Abierto 24/7 Bail Bonds and Bankers Insurance; The premium balance of: _____ (\$_____)

for bail bonds(s) _____, _____, _____

posted on: _____, pursuant to obligations set forth in the surety bail bond agreement, the indemnitor/guarantor checklist and the plain talk contract guaranteeing the full payment of premiums in consideration for the bail bond(s) posted on behalf of the

defendant: _____ bond amount _____

Balance payable in US currency in (_____) installments due no later than _____

Payment terms as followed:

If a default in payment occurs, this agreement will be deemed terminated and the entire 10% premium balance becomes due immediately, any discounts are discarded and void.

Upon termination of this agreement, Abierto 24/7 Bail Bonds thereafter has the authority to have the defendant remanded back into custody and/or take immediate legal action with matters being handled and heard in any judicial district in the county of San Diego, State of California. In the event a suit is instituted to collect this note or any portion there of; the undersigned promises to pay such additional sum(s) as the court may adjudge reasonable attorney fees and costs of instituting said suit.

If note is paid off early, you will not have to pay a penalty.

I have read the surety bail bond agreement, the indemnitor/guarantor checklist, and the plain talk contract. I recognize and confirm the terms of the promissory note/bail bond premium agreement and consent to abide by these terms. All parties enter this agreement jointly and severably:

Defendant Signature	Print Name	Date
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Indemnitor Signature	Print Name	Date
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Indemnitor Signature	Print Name	Date
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