

BAIL NOW

485 Waiale Road #A-1
Wailuku, HI 96793

Tel: 808-922-2245
Fax: 800-541-1250

BAIL BOND CONTRACT FOR: _____, herein known as defendant, for bond(s)
executed on

**BONDS POSTED:
POWER NUMBER**

CHARGES

COURT

NEXT COURT DATE

BOND AMOUNT

_____	_____	_____	____/____/201____	\$ _____
_____	_____	_____	____/____/201____	\$ _____
_____	_____	_____	____/____/201____	\$ _____
_____	_____	_____	____/____/201____	\$ _____

TOTAL BONDS: \$ _____

PREMIUMS & FEES: \$ _____

TRAVEL/FEES: \$ _____

TOTAL CHARGED: \$ _____

TOTAL PAID: \$ _____

ATTACHMENTS: **Bail Bond Application** **Car Title Agreement** **Other - _____**
(circle all that apply) **Credit Card Agreement** **Mortgage Deed** **Cash: \$ _____**

1. BAIL BOND PREMIUMS & FEES

- The cosigner is responsible for the full payment of the premium, the defendant's compliance with this agreement and completion of their Court appearances.
- **Premiums are due annually** for this continuation of this bond(s). Renewals are charged at 5% premium of the amount of the bail bond posted and will be billed.
- Premiums are non-refundable and upon release of the defendant are fully earned whether financed or not.
- Any additional expenses occurred by the bail agent such as travel, long distance or collect phone calls, multiple trip or late night posting are in addition to the premium and are **non-refundable**.
- If it is necessary to "**rewrite**" one or more bonds due to Court requirements on the defendant's cases that are covered through this agreement a rewrite fee of \$125.00 or 10% of the difference if greater WILL be charged and due immediately to have this bail bond rewritten to the Court. Any travel or misc. fees may apply. You will be required to resign a new bail bond agreement. Bail Now reserves the right to refuse to rewrite or accept a prior charge as a rewritable bond. If the defendant failed to appear or failed to comply with original undertaking bond is not eligible for rewrite.

2. TERMS AND CONDITIONS FOR RELEASE ON BAIL

The following terms and conditions are an integral part of this application for the above stated appearance bond for which BAIL NOW or its Agent shall receive the above stated premium amount. The parties agree that said appearance bond is conditioned upon full compliance of all said terms and conditions and is a part of said bond and application therefore.

1. BAIL NOW, as bail, shall have control and jurisdiction over the Defendant during the term for which the bond is executed and shall have the right to apprehend arrest and surrender the Defendant to the proper officials at any time as provided by law.

2. The defendant will make every effort to obtain lawful employment and retain an attorney to represent them.

3. It is understood and agreed that the happening of any of the following events shall constitute a breach of Defendant's or Indemnitor's obligations to BAIL NOW who shall have the right to forthwith apprehend, arrest, and surrender Defendant, and Indemnitor **shall have no right to any refund of premium whatsoever**. Said events which shall constitute a breach of Defendant's obligations hereunder are:

a. If Defendant shall depart the jurisdiction of the court without written consent of the court and BAIL NOW.

b. If Defendant shall move from one address to another without notifying BAIL NOW in writing prior to said move.

c. If Defendant or Indemnitor change employment, address or telephone number without notifying BAIL NOW in writing within 24 hours of change.

d. If Defendant shall commit any act which shall constitute reasonable evidence of Defendant's intention to cause a forfeiture of said bond.

- e. If Defendant is arrested and incarcerated for any offense other than a minor traffic violation.
- f. If Defendant or Indemnitor shall make any material false statement in the application.
- g. If Defendant or Indemnitor shall not pay bond premium.

3. CO-SIGNER(S) OBLIGATIONS

The parties agree that said appearance bond is conditioned upon full compliance of all said terms and conditions and is a part of said bond application therefore.

- I understand that in signing this contract 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 this bond, and it becomes necessary to apprehend and surrender him/her to the Court.
- **IF THE DEFENDANT DOES NOT APPEAR YOU MUST:**
 - Call Bail Now immediately
 - Arrange to bring in the defendant immediately.
 - Prepare to pay the following **minimums**: Court Costs: \$250.00; Attorney's Fees: \$350.00; Forfeiture Fee: \$200.00; Any applicable apprehension costs.

Failing to act immediately on bail bond forfeiture can increase the costs associated with your responsibility as a cosigner. **YOU ARE RESPONSIBLE FOR THESE EXPENSES.**

- I understand that I am responsible for any and all expenses incurred as a result of such forfeiture and further, if such 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 premium.
- I understand that if I request revocation of this bond that premiums are fully earned and nonrefundable.
- I understand that I am responsible for paying for investigation, location and apprehension time; this is billed at a rate of \$100.00 per hour per investigator plus expenses or 15% per cent of the bond whichever is greater when any condition exists as defined in this agreement.
- Investigation costs will begin to accrue after a court failure to appear or when any cosigner requests the Defendant be placed back in custody or when any condition exists as defined in this bail bond agreement, specifically. 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 will be charged if applicable and a receipt will be provided.
- I understand that if the bond is ordered forfeited by the court, that I am responsible to pay court costs and reasonable appearance fees (a minimum of \$200.00) for the bail agency to reinstate or exonerate the bail bond, if necessary.
- I understand that if the bail bond agreement is breached 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 \$200.00 an hour. If any collection action needs to be taken minimum \$75.00 fee will be charged.
- In the event that BAIL Now is liable for any costs, damages or fees upon Defendant's bond then for, aide received, Indemnitor(s) jointly and severally promise to pay, open demand, to the order of BAIL Now the sum of \$_____ with interest thereon at the rate of 18% per annum on the unpaid balance. In the event of default; the Indemnitor(s) (Guarantor(s)) agree to pay all attorney fees and costs of collection, BAIL Now may arrange, adjust and extend the times and amount of payments of interest and/or principal of this note by agreement with Guarantor without notice to or consent of any Co-Guarantor and without releasing any party liable hereon. Guarantor(s) waive the requirements of presentment for payment, notice of nonpayment, protest, and notice of protest and diligence of this Agreement prior to bringing a suit against any party hereto.
- Indemnitor/ Co-Indemnitor does hereby agree to pay the balance of the bond premium by paying _____ # payments of \$_____ terms of _____

4. TO BE REMOVED FROM LIABILITY OF BEING A COSIGNER?

- You are only no longer liable on the bail bond(s) when all Court appearances have been made, expenses paid and any and all premiums paid in full.
- You may sign a request to revoke the bond by having the defendant placed back into custody and their bail bond revoked with the Court prior to their Court appearances. Once the **Court** has accepted the surrender, exonerated the bond(s) and you have paid all expenses and premiums you are removed from the liability of the bail bond(s) posted.

5. BAIL BOND COLLATERAL:

Defendant / Cosigner(s) understand that collateral is held by the Bail Now until the defendant completes all court appearances or until the court exonerates the bail bond posted. Cosigner has requested that Bail Now accept a pledge of collateral as security for the issuance of a bail bond in a criminal case. Bail Now is willing to issue a bail bond in consideration of the following security interest in the declared collateral. Cosigner hereby grants to secured party a security interest in the collateral described below/and/or attached to secure the performance and payment of all expenditures incurred by the secured party due to default of this bail bond agreement. The collateral of this security agreement, herein referred to as collateral, consists of the following described property or instrument:

DEFAULT:

If Cosigner fails to pay when due any amount payable in this bail bond agreement, or on any other indebtedness of Cosigner secured by this agreement, or fails to observe or perform any of the provisions of this agreement, or defendant violates the bail bond agreement, Cosigner shall be in default. In addition, at the election of secured party and without necessity of demand or notice, all or any part of the indebtedness of debtor shall become immediately due and payable on the occurrence of any of the following events: Bail forfeiture ordered by the court; Surrender fee expense incurred by the secured party; Administrative fee expense incurred by the secured party.

REMEDIES:

In the event of any default hereunder, secured party, subject to controlling and applicable provisions of law may proceed to collect the balance due, together with reasonable expenses of collection, including court costs, and a reasonable attorney's fee, and, in order to effect collection, may repossess the collateral, with or without legal process. After any redemption period required by law secured party may sell, together or in lots, all or any part of the collateral at private sale upon such terms and conditions and at such times and places as secured party may determine.

NOTICES:

All notices required to be given to debtor by this agreement, unless otherwise specifically indicated, shall be in writing and shall be transmitted by ordinary mail, with postage prepaid thereon, to the address of cosigner as herein shown, or by delivery to cosigner. Cosigner agrees that the mailing of such notice shall be equivalent to actual delivery. Cosigner may from time to time, by notice in writing, change their address for the purposes of mailing or serving notices in accordance with this paragraph.

UPON COMPLETION:

Obtain a copy of the completion from the Court. Notify Bail Now immediately. This will ensure that the verification process begins and return of collateral can begin. All exonerations must be confirmed with the Court before return of collateral can occur. This process can take up to two weeks.

****IT MAY TAKE UP TO TWO WEEKS AFTER VERIFICATION FOR COLLATERAL RETURN****

6. READ CAREFULLY YOU ARE AUTHORIZING RELEASE OF INFORMATION

I, _____ - **Defendant**, hereby authorize and direct,

I, _____ - **Indemnitor**, hereby authorize and direct,

I, _____ - **Indemnitor**, hereby authorize and direct,

relatives, employers, legal counsel, bankers, the Federal Social Security Administration, the Internal Revenue Service, the State Department of Disability Insurance, the United States Armed Forces, the State Division of Motor Vehicles, any, all treatment providers, all Municipal, County, State and Federal Law Enforcement Agencies and any other persons or organizations having information concerning the Defendant / Indemnitor to give such information to Bail Now and its assigns and/or duly authorized representatives.

I, the above named, hereby authorizes and directs Bail Now to release information regarding my bond to my attorney of record, all Municipal, County, State and Federal Law Enforcement Agencies, State of Hawaii Intake Services and/or Courts. I, the above named understand that any information obtained will be used for the purpose of securing the Defendant / Indemnitor's whereabouts and/or for securing payment of debt, verification of compliance, or non-compliance, with my bail bond contract. I hereby waive his or her rights with respect to the Privacy Act; and, authorize the use of copies of this document by Bail Now and its assigns and/or duly authorized representatives.

The validity of this bail bond agreement and any provision thereof shall be determined under and be construed according to the laws of the State of Hawaii.

I have read the terms and conditions for release the co-signers obligations and release of information.

I fully understand and agree to the terms of this contract.

Signed and delivered this .

Indemnitor Signature _____ **Print Name** _____

Indemnitor Signature _____ **Print Name** _____

Defendant Signature _____ **Print Name** _____

Producer _____