


Defendant Email

Indemnitor Email

Marketing-Source (How did you find / hear about Acme Bail)						
1	Bail Agent Name	Acme Bail Bonds				
2	License #	CA Bail Insurance License # BA1841993				
3	Address	205 So Broadway, Suite 620				
4	City, State, Zip	Los Angeles, CA 90012				
5	Phone Number	800-442-2245				
6	Defendant Full Name					
7	Todays date: (Month/day/year):		this ____ day of _____, 20____ -Enter Date in both places.			
8	Indemintor #1	Indemnitor #2				
9	Power of Attorney Number	Location where bond posted:				
10	Will collateral be used to secure this agreement	Yes	No	Deed taken as collateral?	Yes	No
11	Mailing address of Indemnitors					
12	Court County	Judicial District				
13	Court Name & Address					
14	Case #	Date of Arrest:			Date of Release	
15	Court Date & time:				Court Month and day	
16	Charges					
17	Bond Amount: (alpha)				(numeric)	
18	Total Premium					
19	Court Division	Booking Number				
20	Type of charges (type in <u>Felony</u> or <u>Misdemeanor</u>)					
21	Itemized expense # 1 description				Exp #1 amt:	
22	Itemized expense # 2 description				Exp #2 amt:	
23	Total of premium & expenses					
24	Amount paid today (alpha)				Amount paid today (numeric)	
25	Method of payment:	Cash	Check	Money Order	Credit Card	Other Describe:
26	Balance owed					
27	Name of person tendering payment					
28	Address of person tendering payment					
29	Payment plan - Balance Owed					
30	Subsequent payments					
31	Subsequent payments to begin					
32a	2nd Down Payment amount				Due date	
32b	Subsequent payments will be paid:	Weekly	Bi-Weekly	Monthly	Other, (describe):	
33	Collateral amount: Alpha:				Numeric:	
34	Collateral description:	Cash	Check	Property	Vehicle	Other, describe:
35	Collateral description detail or Address of Real Estate					
36	Collateral held by:	Bail Producer	Surety	Managing General Agent		
37	Name of person tendering collateral					
38	Address of person tendering collateral					
39	Phone numbers of person tendering collateral:	Home:	Work:	Mobile:		
40	Legal description of property					
41	Property Owner 1	Property Owner 2				
42	Where paperwork done/Notarized	City	County	State		
43	Address of property held as collateral					
44	County where property located					
45	Property Owner(s) Mailing Address					

SURETY	 <h1 style="margin: 0;">HCC</h1> <p style="margin: 0; font-size: small;">American Contractors Indemnity Company A member of HCC Surety Group 601 South Figueroa Street, Suite 1600 Los Angeles CA 90017 main 800 680 2245</p>	BAIL PRODUCER	<p style="font-size: x-small;">BAIL PRODUCER: [stamp must include name, address phone no. and license no.]</p> <p>Acme Bail Bonds 205 So Broadway, Suite 620, Los Angeles CA 90012 CA Bail Insurance License # BA1841993 800-442-2245, Fax 888-891-8881</p>
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BAIL BOND APPLICATION AND AGREEMENT - DEFENDANT

You, the undersigned Defendant ("Defendant" or "you"), hereby represent and warrant that the following declarations made and answers given are true, complete and correct and are made for the purpose of inducing **American Contractors Indemnity Company** ("Surety") to issue, or cause to be issued, a bail bond or undertaking for you, using power of attorney number(s) (if known) _____, in the total amount of _____ Dollars (\$ _____) in the _____ Court of _____ ("Bond").

1. DEFENDANT'S NAME AND ADDRESS

Name _____ <small>(Defendant's full name)</small>		Nickname/Alias _____	
Home Phone # _____	Cell Phone # _____	Work Phone # _____	
Email _____			
Current Home Address _____			
How Long? _____	<input type="checkbox"/> Rent or <input type="checkbox"/> Own?	Landlord _____	
Former Home Address _____			
How Long? _____	<input type="checkbox"/> Rent or <input type="checkbox"/> Own?	Landlord _____	How long in current city? _____ How long in current state? _____

2. PERSONAL DESCRIPTION

Date of Birth _____	Where Born _____ <small>(City & State)</small>	Sex _____	Race _____
Social Security # _____	Driver's License # _____	Issuing State _____	
Height _____	Weight _____	Eye Color _____	Hair Color _____
Scars, Marks, Tattoos _____	Complexion _____	How Long in U.S.? _____	
U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No Nationality _____ Alien # _____			
Any Medical Conditions/Disabilities _____			
Union? _____	Local # _____	Military Service: Branch _____	Active? _____ Discharge Date _____

3. EMPLOYMENT

All Occupations for the past 5 years: _____			
<u>Current Employer</u>			
Name _____	How Long? _____	Position _____	
Supervisor's Name _____	Phone # _____		
<u>Most Recent Former Employer</u>			
Name _____	How Long? _____	Position _____	
Supervisor's Name _____	Phone # _____		

4. MARITAL STATUS/CHILDREN: Married Divorced Separated Widowed Single Cohab

Spouse/girl/boyfriend's Name _____			How Long Married/together? _____
First	Middle	Last	
Address (if different) _____			Email _____
Home Phone # (if different) _____	Cell Phone # _____	Social Security # _____	
Occupation _____	Employer _____	How Long? _____	
Supervisor's Name _____	Work Phone # _____		
Child's Name _____	Date of Birth _____	School/Employer _____	Other Parent's Name _____
_____	_____	_____	_____
_____	_____	_____	_____

READ ALL TERMS ON BACK SIDE -- Initial: _____

5. VEHICLE

Describe Auto: Year _____ Make _____ Model _____ Color _____ Plate # _____ State _____	
Where Financed? _____	Amount Owed? _____
Insurance Agent's Name: _____	Insurance Agent's Phone # _____

6. ARREST INFORMATION

Previous Arrests: _____	<u>Charges</u>	<u>Date</u>	<u>Where</u>
Pending Charges in Other Counties _____			
Are you on parole/probation? <input type="checkbox"/> Yes <input type="checkbox"/> No		Parole/probation officer name and phone # _____	
Are you now under any bond? <input type="checkbox"/> Yes <input type="checkbox"/> No		Have you ever failed to appear in court? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Bonded before by _____			When? _____

7. ATTORNEY

Name and Firm _____	Phone # _____
Email _____	Amount of retainer paid \$ _____

8. RELATIVES AND FRIENDS

Relative's Name: _____		Address _____		Home Phone # _____	
Cell Phone # _____	Work Phone # _____	Employer _____			
Email _____					
Relative's Name: _____		Address _____		Home Phone # _____	
Cell Phone # _____	Work Phone # _____	Employer _____			
Email _____					
Other Relative/Friend's Name _____		Relation _____			
Address _____		Home Phone # _____			
Cell Phone # _____	Work Phone # _____	Employer _____			

9. MISCELLANEOUS

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TERMS AND CONDITIONS

In consideration of Surety, through its producers, representatives or designees, issuing or causing to be issued the Bond, you agree to the following terms and conditions:

1. The premium is fully earned upon your release from custody. As provided by law in some states, the Bond is renewable each year, and you agree to pay Surety a renewal premium in the amount stated above twelve months after the date on which the Bond is executed. Premiums are not refundable except as stated below.

2. Other Bond Conditions, not included in item #4 on reverse side: _____

3. Surety, as bail, shall have control and jurisdiction over you during the term for which the Bond is in effect and shall have the right to apprehend, arrest and surrender you to the proper officials at any time as provided by law. In the event your surrender is made prior to your failure to appear in court, and for reason other than as stated in paragraph 3, then you may be entitled to a refund of the bond premium if required by applicable law (if any) as stated in an attached addendum.

4. **Initial:** _____ **Additional terms and conditions #5 - #12 are located on the reverse side of this document. I agree to all of the terms and conditions set forth in this document, including all terms set forth on the back side of each page.**

Signed, sealed and delivered this date: _____

Signature of Defendant _____

READ ALL TERMS ON BACK SIDE -- Initial: _____

5. Unless otherwise provided by applicable law (if any) as stated in an attached addendum, the following events shall constitute a breach of your obligations to the Surety, and the Surety shall have the right to immediately apprehend, arrest and surrender you, and you shall have no right to any refund of premium whatsoever: (a) you depart the jurisdiction of the court without the prior written consent of the court and the Surety; (b) you move from your current address without prior written consent of the Surety or you fail to notify Surety of any material information; (c) you commit any act that constitutes reasonable evidence of your intention to cause a forfeiture of the Bond; (d) you are arrested and incarcerated for any other offense (other than a minor traffic violation); (e) you make any materially false statement in this application; (f) any indemnitor for you makes any materially false statement in the Indemnitor Application and Agreement; (g) your bail is increased; (h) you fail to pay any renewal premium upon written demand from the Surety; (i) any indemnitor requests that you be surrendered; (j) there is a material increase in the risk assumed by the Surety (as determined by the Surety in its sole and absolute discretion) including, by way of example but not limitation, any collateral or security given for the Bond depreciates in value or becomes impaired.

6. **You shall indemnify the Surety and keep the Surety indemnified and hold it harmless from and against any and all losses, demands, liabilities, fees and expenses relating to, or arising out of, Surety's issuance or procurement of the Bond including, but not limited to, the following:** (a) the principal amount of any forfeiture of, or judgment on, the Bond, plus any related court costs, interest and legal fees incurred, (b) a fugitive recovery fee if there is a forfeiture of the Bond (which fee is typically ten percent of the amount of the Bond for an in-state recovery), plus any out of pocket expenses, (c) any and all extradition costs that may be incurred to apprehend and return you, and (d) if a collection action is required, reasonable and actual attorneys' fees plus any other costs, expenses and/or assessments that may be incurred as a result of any forfeiture of the Bond subject to applicable law (if any) as stated in an attached addendum. The voucher, check or other evidence of any payment made by Surety or its producer, by reason of such suretyship, shall be conclusive evidence of such payment in any lawsuit against you both as to the propriety of such payment and as to the extent of your liability to Surety for such payment. Further, you will, upon demand, place with Surety the requisite funds to meet any such claim, demand, liability, attorneys' fees, expense or judgment, whether that demand is made before or after Surety has paid or advanced such funds.

7. To the maximum extent permitted by applicable law, you hereby waive any and all rights you may have under federal law (including, but not limited to, Title 28 Privacy Act-Freedom of Information Act, Title 6, Fair Credit Reporting Act) and any local or state law relating to Surety's obtaining, and you consent to and authorize Surety to obtain, any and all private or public information and/or records concerning you from any party or agency, private or governmental (local, state, federal), including, but not limited to, credit reports, Social Security Records, criminal records, civil records, driving records, tax records, telephone records, medical records, school records, worker compensation records, and employment records. You further authorize, without reservation, any party or agency, private or governmental (local, state, federal), contacted by Surety to furnish in accordance with applicable law any and all private and public information and records in their possession concerning you to the Surety and direct that a copy of this document shall serve as evidence of said authorization. You irrevocably grant to Surety and its designees the right to enter your residence, or any other property that you own or occupy, without notice, at any time, for the purpose of locating, arresting, and returning you to custody, and subject to applicable law, you waive any and all causes of action in connection therewith including, without limitation, torts of trespass and false imprisonment.

8. You agree that Surety may attach a location tracking device on any vehicle owned or driven by you, at any time, without notice, and monitor the location of the vehicle through any available technology. You further agree that Surety may use location technologies to locate your wireless device at any time during the period of your bail and any applicable remission period, and the Bond is conditioned upon your full compliance with the following terms and conditions: (i) Surety, at its discretion, will use network-based location technologies to find you; (ii) this is the only notice you will receive for the collection of your location information; (iii) Surety will retain location data only while the Bond is in force and during any applicable remission period; (iv) Surety will disclose location information only to the courts as required by court order; (v) Surety and its licensed producers, designees and representatives will be the only persons with access to your location information; (vi) YOU WILL NOT HAVE THE OPTION TO OPT-OUT OF LOCATION USE DURING THE BAIL PERIOD; and (vii) all questions relating to location capability should be directed to Surety.

9. If you leave the State, subject to applicable law, you waive any right to extradition proceedings and consent to the application of such force as may be necessary to return you to Surety and the court where the Bond was posted.

10. You hereby acknowledge and agree that neither the Surety nor any of its agents, producers, designees or representatives has recommended or suggested any specific attorney or firm of attorneys to represent you in any capacity.

11. In the event any provision herein shall be deemed to exceed any applicable state or federal law, then such provision shall automatically be deemed to have been revised to comply with such law so as to provide Surety with the maximum protection from any loss or liability. The invalidity or unenforceability of any provision herein (or portion thereof) shall in no way effect the validity or enforceability of any other provision (or portion thereof). Surety may assign any of its rights herein or arising out of any of the transactions contemplated hereby to any party including, without limitation, any of the Surety's agents, producers, designees or representatives ("Assignee") without notice to or consent from you. Subject to any limitations imposed upon Assignee by Surety, Assignee shall have the right to enforce in any action or proceeding any of Surety's rights herein or arising out of any of the transactions

READ ALL TERMS ON BACK SIDE -- Initial: _____

contemplated hereby, and you shall not, and expressly waives any right to, assert the claim or defense that Assignee does not have the right to enforce such rights in any such action or proceeding.

ARKANSAS RESIDENTS

Any person who knowingly presents a false or fraudulent claim for payment for a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FLORIDA RESIDENTS

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

LOUISIANA, RHODE ISLAND & WEST VIRGINIA RESIDENTS

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MAINE, TENNESSEE, VIRGINIA & WASHINGTON RESIDENTS

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND RESIDENTS

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NEW JERSEY RESIDENTS

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO RESIDENTS

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK RESIDENTS

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.


OKLAHOMA RESIDENTS

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

PENNSYLVANIA RESIDENTS

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person criminal and civil penalties.

READ ALL TERMS ON BACK SIDE -- Initial: _____

SURETY	 <h1 style="margin: 0;">HCC</h1> <p style="margin: 0;">American Contractors Indemnity Company A member of HCC Surety Group 601 South Figueroa Street, Suite 1600 Los Angeles CA 90017 main 800 680 2245</p>	BAIL PRODUCER	BAIL PRODUCER: [stamp must include name, address phone no. and license no.] Acme Bail Bonds 205 So Broadway, Suite 620, Los Angeles CA 90012 CA Bail Insurance License # BA1841993 800-442-2245, Fax 888-891-8881
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INDEMNITOR APPLICATION AND AGREEMENT

You, the undersigned indemnitor (“Indemnitor” or “you”), hereby represent and warrant that the following declarations made and answers given are true, complete and correct and are made for the purpose of inducing **American Contractors Indemnity Company** (“Surety”) to issue, or cause to be issued, a bail bond or undertaking for _____ (“Defendant”), using power of attorney number(s) (if known) _____, in the total amount of _____ Dollars (\$_____) in the _____ Court of _____ (“Bond”).

1. INDEMNITOR NAME AND ADDRESS

RELATIONSHIP TO DEFENDANT: _____

Name _____	Nickname/Alias _____
<small>(Indemnitor's full name)</small>	
Home Phone # _____	Cell Phone # _____
Work Phone # _____	
Email _____	
Current Home Address _____	How Long? _____
<input type="checkbox"/> Rent or <input type="checkbox"/> Own? Landlord _____	
Former Home Address _____	How Long? _____
<input type="checkbox"/> Rent or <input type="checkbox"/> Own? Landlord _____	

2. PERSONAL DESCRIPTION

Date of Birth _____	Where Born _____	Sex: <input type="checkbox"/> M <input type="checkbox"/> F	Race _____
<small>(City and State)</small>			
Social Security # _____	Driver's License # _____	Issuing State _____	
How Long in U.S.? _____	U.S. Citizen? <input type="checkbox"/> Y <input type="checkbox"/> N	Nationality _____	Alien # _____
Union? _____	Local # _____		
Military Service: Branch _____	Active? <input type="checkbox"/> Y <input type="checkbox"/> N	Discharge Date _____	
Additional Notes: _____			

3. EMPLOYMENT

Occupation _____	Employer _____	Work Phone: _____
How Long? _____	Employer Address _____	Supervisor's Name: _____

4. MARITAL STATUS

<input type="checkbox"/> Married	<input type="checkbox"/> Divorced	<input type="checkbox"/> Separated	<input type="checkbox"/> Widowed	<input type="checkbox"/> Single	<input type="checkbox"/> Cohab
Spouse/girl/boyfriend's Name _____	How Long Married/Together? _____				
<small>First Middle Last</small>					
Address (if different) _____					
Email _____	Social Security # _____				
Home Phone # (if different) _____	Cell Phone # _____				
Occupation _____	Employer _____	How Long? _____	Employer Phone # _____		

READ ALL TERMS ON BACK SIDE -- Initial: _____

5. AUTOMOBILE

Year _____ Make _____ Model _____ Color _____ Plate # _____ State _____
Where Financed? _____ Amount Owed? \$ _____

6. REFERENCES

Name _____ Relation _____
Address _____ Employer _____
Home Phone # _____ Work Phone # _____ Cell Phone # _____

Name _____ Relation _____
Address _____ Employer _____
Home Phone # _____ Work Phone # _____ Cell Phone # _____

Name _____ Relation _____
Address _____ Employer _____
Home Phone # _____ Work Phone # _____ Cell Phone # _____

7. FINANCIAL STATEMENT/CREDIT INFORMATION

Cash on hand \$ _____ Cash in bank \$ _____
Real Estate Value \$ _____ Real Estate Mortgage \$ _____
In whose name is title? _____ Monthly salary or wages \$ _____

8. NOTES

[Empty box for notes]

THIS INDEMNITY AGREEMENT ("Agreement") is entered into between you, the undersigned Indemnitor, and Surety through Surety's duly appointed independent bail producer referenced below ("Producer").

1. You will have Defendant appear in any court required in connection with the bond(s) at the times stated in the bond(s) and all other times as may be ordered by the court.
2. **You, jointly and severally (together and separately) with any other indemnitor, shall indemnify the Surety and keep the Surety indemnified and hold it harmless from and against any and all losses, demands, liabilities, fees and expenses relating to, or arising out of, Surety's issuance or procurement of the Bond, including, but not limited to the following: (a) the principal amount of any forfeiture of, or judgment on, the Bond, plus any related court costs, interest and legal fees incurred, (b) a fugitive recovery fee if there is a forfeiture of the Bond (which fee is typically ten percent of the amount of the Bond for an in-state recovery, plus any out of pocket expenses) (c) any and all extradition costs that may be incurred to apprehend and return the Defendant, and (d) if a collection action is required, reasonable and actual attorneys' fees plus any and all other costs, expenses and/or assessments that may be incurred as a result of any forfeiture of the Bond subject to applicable law (if any) as stated in an attached addendum. The voucher, check or other evidence of any payment made by Surety or Producer, by reason of such suretyship, shall be conclusive evidence of such payment in any lawsuit against you both as to the propriety of such payment and as to the extent of your liability to Surety for such payment. Further, you will, upon demand, place with Surety the requisite funds to meet any such claim, demand, liability, attorneys' fees, expense or judgment, whether that demand is made before or after Surety has paid or advanced such funds**
3. Will collateral be used to secure this agreement? Y N If using Collateral, will it be a lien on real property? Y N
4. **Additional terms and conditions #5 - #17 are located on the reverse side of this document. Initial: _____**

I have read, understand, and agree to all of the terms and conditions set forth in this document, including all terms set forth on the back side of each page.

SIGNED, SEALED AND DELIVERED at _____, this date: _____.

Witness Sign: _____
Print name: _____

Indemnitor Sign: _____
Print name: _____

Witness Sign: _____
Print name: _____

Indemnitor Sign: _____
Print name: _____

READ ALL TERMS ON BACK SIDE -- Initial: _____

5. Subject to applicable law (if any) as stated in an attached addendum: (a) any property or collateral you deposit is deposited as security for the payment of any and all monies and sums due to Surety or Producer, including all liability, demands, debts (including promissory notes), damages, judgments, interest, premiums (including renewal premiums, which are due on demand twelve months after the date on which the Bond is issued, services charges, attorneys' fees and costs suffered, sustained, made or incurred by Surety or Producer on account of, arising out of or relating to the Bond and transactions contemplated thereby (including, without limitation, the items referenced in paragraph 2 above), your failure to comply with the terms and conditions of this Agreement, and any and all debt or other obligations arising out of or evidenced by any agreement executed by Defendant, you or any other indemnitor for the benefit of Surety or Producer ("Liabilities"); and (b) if you grant the Surety a lien or a security interest in any property or collateral to enforce the obligations contained in this Agreement, and if you do not perform all of your obligations in this Agreement, you authorize the Surety to (i) apply or sell any collateral security you deposited to reimburse the Surety for any and all Liabilities of any kind or nature, (ii) hold, apply or sell the collateral, or any part thereof, to protect or reimburse the Surety by reason of the execution at any time of any other bond for or on behalf of you or Defendant, and (iii) apply and sell the collateral for the purpose of placing the Surety in cash funds or protecting the Surety against any claim, demand or loss under the Bond or any other bond executed on your or Defendant's behalf. Subject to applicable law (if any) as stated in an attached addendum, the Surety may make any such sale, at its discretion, at public or private sales, and without demand, notice or advertisement of the time and place of said sale, and also with the right to purchase said collateral at such sale or sales, freed and discharged from any equity or redemption.
6. The Surety shall not be liable for the depreciation of any collateral or for any interest thereon. In the event of depreciation of the collateral, or any part thereof, or of any collateral which may be hereafter deposited with the Surety for its protection, upon request of the Surety, you shall provide the Surety with additional and satisfactory collateral so that the total market value of the collateral shall, at all times, be equal to the market value of the collateral at the time of its initial deposit. Subject to applicable law (if any) as stated in an attached addendum, if you fail to deposit such additional collateral, the Surety shall have the full right, power and authority, without further demand or notice, to sell, assign and deliver the whole or any part of such collateral, substituted collateral, or additional collateral, at public or private sale, at its option, and without demand, notice or advertisement, and also with the right to purchase said collateral at any such sale, freed and discharged from any equity or redemption.
7. If a confession of judgment is taken in connection with the Bond, the Surety shall have the right to enter and file the same at any time, and such judgment shall be a lien and entitled to a preference against any of your property, whether or not the Surety is indemnified at the time of the filing or entry of such judgment. In case a confession of judgment is filed by the Surety against you, the judgment entered shall be effective and available to the Surety against you not only in connection with the Bond but also in connection with any other bond that may have been written by the Surety in which you are either the indemnitor or defendant.
8. As security for all of the provisions of this Agreement, you do hereby assign, transfer, pledge, convey and set over to the Surety all right, title and interest and estate in and to all real and personal property which you now own or hereinafter acquire, including all income and receipts therefrom and increases and appreciation thereon. This Agreement shall constitute a security agreement and a financing statement, for the benefit of the Surety, both in accordance with the provisions of the Uniform Commercial Code or similar statute of every jurisdiction wherein such Code or statute is in effect, and may be so used by the Surety without in any way restricting or limiting the rights of the Surety under this Agreement under law or in equity.
9. You acknowledge and agree that the Surety may foreclose any or all of the liens and security interests arising out of the transactions relating to the Bond or this Agreement, or exercise any of its rights or remedies under this Agreement, or take any combination of such actions, without waiving any other right or remedy. Failure to exercise any rights or remedies of the Surety at any one time shall not constitute a waiver of the right to exercise them at any other time. Any security or collateral you give may be substituted, subordinated, or released by the Surety without affecting any other rights. The Surety shall not be obligated to enforce its rights against any security or collateral prior to enforcing its rights against you or any other indemnitor.
10. Subject to applicable law (if any) as stated in an attached addendum, the Surety will return the collateral to you when all of the following are satisfied: (i) the Surety receives competent written legal evidence satisfactory to the Surety (for example, written notice from the court) of the Surety's discharge or release from all liability under the Bond; (ii) there are no outstanding Liabilities of any kind including, without limitation, premium or renewal premium charges, arising out of or relating to the Bond; (iii) there are no other outstanding bonds or obligations executed by, for or on behalf of you or Defendant in connection with which the Surety may deem it advisable to retain such collateral for its protection; and (iv) upon the Surety's request, you shall have executed and delivered to the Surety a general release upon the Surety's return of the collateral to you. If the Surety deems it necessary to make any outlay to protect any collateral or security in its possession, whether the same be real or personal property, you authorize the Surety to do so, and you agree to indemnify and reimburse the Surety for any such outlay as in the judgment of the Surety may be necessary to protect its collateral or security, including payment of taxes or liens or mortgages and any attorneys' fees or service fees for time spent and/or special services rendered.
11. The Surety shall have the right to transfer and/or assign, in whole or in part, its rights and obligations in this Agreement, and/or in the Bond to the Producer or any other person or entity ("Assignee") without notice to or consent from you. Subject to any limitations imposed upon Assignee by the Surety, Assignee shall have the right to enforce in any action, proceeding or otherwise any of the Surety's rights herein or arising out of any of the transactions contemplated hereby, and you shall not, and expressly waive any right to, assert the claim or defense that Assignee does not have the right to enforce such rights in any such action, proceeding or otherwise. If more than one bond is made or has been made for the Defendant, then this Agreement shall extend to and cover all those bonds and the terms of this Agreement shall apply to each bond individually or as a group.
12. This Agreement and all documents that are executed in connection with this Agreement set forth all the terms of the agreement between the Surety and you. All statements, representations, promises, agreements, and affirmations made by the Surety and its producers and employees prior to or contemporaneously with the execution of this Agreement are contained within this document, and unless they are specifically set forth in this Agreement are of no force or effect whatsoever in determining the rights and liabilities of the Surety and you. You further agree to execute and be bound by any other future documents necessary to carry out and effectuate this Agreement.
13. You hereby acknowledge and agree that neither the Surety nor its Producer has recommended or suggested any specific attorney or firm of attorneys to represent the Defendant in any capacity.

READ ALL TERMS ON BACK SIDE -- Initial: _____

14. This Agreement may not be terminated or modified orally. All modifications and terminations of this Agreement, including any release of your liability hereunder, must be in writing and signed by the Surety and you.
15. To the maximum extent permitted by applicable law, you hereby waive any and all rights you may have under federal law (including, but not limited to, Title 28 Privacy Act-Freedom of Information Act, Title 6, Fair Credit Reporting Act) and any local or State law relating to Surety's obtaining, and you consent to and authorize Surety to obtain, any and all private or public information and/or records concerning you from any party or agency, private or governmental (local, state, federal), including, but not limited to, credit reports, Social Security Records, criminal records, civil records, driving records, tax records, telephone records, medical records, school records, worker compensation records, and employment records. You further authorize, without reservation, any party or agency, private or governmental (local, state, federal), contacted by Surety to furnish in accordance with applicable law any and all private and public information and records in their possession concerning you to the Surety and direct that a copy of this document shall serve as evidence of said authorization. You irrevocably grants to surety and its producers, agents and representatives the right to enter your residence or other property owned or occupied by you or Defendant without notice, at any time, for the purpose of locating, arresting, and returning to custody the Defendant, and subject to applicable law, you waive any and all causes of action in connection therewith including, without limitation, torts of trespass and false imprisonment.
16. You agree that Surety may attach a location tracking device on any vehicle owned or driven by you, at any time, without notice, and monitor the location of the vehicle through any available technology. You further agree that Surety may use location technologies to locate your wireless device at any time during the period of Defendant's bail and any applicable remission period, and the Bond is conditioned upon your full compliance with the following terms and conditions: (i) Surety, at its discretion, will use network-based location technologies to find you; (ii) this is the only notice you will receive for the collection of your location information; (iii) Surety will retain location data only while the Bond is in force and during any applicable remission period; (iv) Surety will disclose location information only to the courts as required by court order; (v) Surety and its licensed producers, designees and representatives will be the only persons with access to your location information; (vi) YOU WILL NOT HAVE THE OPTION TO OPT-OUT OF LOCATION USE DURING THE BAIL PERIOD; and (vii) all questions relating to location capability should be directed to Surety.
17. In the event any provision herein shall be deemed to exceed any applicable state or federal law, then such provision shall automatically be deemed to have been revised to comply with such law so as to provide the Surety with the maximum protection from any loss or liability. The invalidity or unenforceability of any provision herein (or portion thereof) shall in no way effect the validity or enforceability of any other provision (or portion thereof).
18. You have not been paid to sign this Agreement. You have read the above contract, understand it and agree to fulfill ALL of the provisions therein.

IMPORTANT FRAUD WARNINGS

ARKANSAS RESIDENTS

Any person who knowingly presents a false or fraudulent claim for payment for a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FLORIDA RESIDENTS

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

LOUISIANA, RHODE ISLAND & WEST VIRGINIA RESIDENTS

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MAINE, TENNESSEE, VIRGINIA & WASHINGTON RESIDENTS

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND RESIDENTS

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NEW JERSEY RESIDENTS

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO RESIDENTS

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK RESIDENTS

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

OKLAHOMA RESIDENTS

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

PENNSYLVANIA RESIDENTS

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

READ ALL TERMS ON BACK SIDE -- Initial: _____



HCC

AMERICAN CONTRACTORS INDEMNITY COMPANY

A member of HCC Surety Group
601 South Figueroa Street, Suite 1600
Los Angeles CA 90017
main 800 680 2245

Bail Producer's Name, Address, Phone & Bail License #

Acme Bail Bonds
205 So Broadway, Suite 620, Los Angeles CA 90012
CA Bail Insurance License # BA1841993
800-442-2245, Fax 888-891-8881

CALIFORNIA ADDENDUM TO INDEMNITOR APPLICATION AND AGREEMENT

1. This California Addendum ("Addendum") is attached to and forms part of the Indemnitor Application and Agreement signed, sealed and delivered by you as the Indemnitor ("Agreement") and is incorporated into the Agreement by this reference. Any capitalized terms used in this Addendum without definition shall have the meanings assigned to these terms by the Agreement. The undersigned, called "First Party", make application to _____ called "Second Party", for execution by AMERICAN CONTRACTORS INDEMNITY 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 Second Party arranging for execution of or continuance of this Bail Bond, First party does jointly and severally agree as follows:
2. To pay Second Party \$_____ per annum for this Bail Bond. The premium is fully earned upon the release of Principal. The fact that Defendant (Principal) 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 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, Surety has the right to surrender Principal, as provided in the California penal Code, Section 1300, and exonerate Bond.
3. **IMPORTANT NOTICE! IF THE BOND WILL BE SECURED BY REAL PROPERTY YOU OWN OR IN WHICH YOU HAVE AN INTEREST, PLEASE SEE ATTACHED DISCLOSURE.**
4. The specific expenses (in addition to the premium for the Bond) for which you are required to indemnify Surety and its bail producer in accordance with the Agreement are as follows:
 - a. (a) actual, necessary and reasonable expenses incurred in connection with the bail transaction including, but not limited to: (1) guard fees after the first 12 hours following Defendant's release on bail; (2) notary fees, recording fees, necessary long distance telephone expenses (*i.e.*, telephone calls billed by the telephone company as "long distance," but not those for which "message unit" charges only are made); telegram charges, travel expenses and verification of collateral outside of the county where the bail was arranged; a reasonable posting fee charged by a bail producer operating in a county other than that where the bail was arranged (provided that no charge shall be made for travel from the bail producer's office to post bail in an area where the bail producer advertises in the yellow pages of the telephone directory unless the advertisement specifically provides for this charge). Such travel charges, when permitted, may not exceed the amount allowed to be taken as a travel expense for income tax purposes under the federal Internal Revenue Code and related regulations or the amount allowed by the State of California to be claimed for mileage by its employees, whichever the bail producer chooses;
 - b. actual, reasonable and necessary expenses incurred and caused by Defendant's breach of any of the terms of the Bail Bond Application and Agreement and any other written agreement under which the Bond was written. This reimbursement may not exceed the penal amount of the Bond and may include a reasonable charge for the services of the bail producer and its employees, partners or other persons associated with the bail producer in the transaction of the Bond on behalf of Defendant; and
 - c. if a forfeiture of bail occurs and is not set aside, any expenses under sections 2(a) and 2(b) above that are incurred within 180 days following the forfeiture (in addition to the amount of the forfeiture) or such additional period as ordered by the court.
5. Any collateral received shall be returned to the person whose name appears as Depositor on the Collateral Receipt or that person's assignee (which assignee may not be the bail producer or its representative) as soon as you are advised that the obligation, the satisfaction of which was secured by the collateral, is discharged. Surety or bail producer shall determine promptly whether the obligation has been discharged upon request for return of the collateral by the Depositor of the collateral or the Depositor's assignee. If the collateral was deposited to secure the obligation of a Bond, the collateral shall be returned immediately upon the entry of any order by an authorized official stating that liability under the Bond is terminated. If Surety or any bail producer having custody of the collateral fails to take promptly any action necessary to secure the termination of such liability, the collateral shall be returned immediately upon the accrual of any right to secure an order of termination of liability. If the collateral was deposited as security for unpaid premium or charges, and if such premium or charges remained unpaid at the time of exoneration and after demand for payment has been made by Surety or its bail producer, the collateral (other than cash) may be levied upon in the manner provided by law, and the proceeds of the collateral may be applied to the amount of the unpaid premium or charges.
6. If collateral received is in excess of the bail forfeited, such excess shall be returned to the person whose name appears as Depositor on the Collateral Receipt after the application of the collateral to the forfeiture and all amounts owed to Surety.
7. Except as expressly provided in this Addendum, all terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum shall control.
8. This Addendum shall be attached to every Indemnitor Application and Agreement entered into in the State of California.

Signed, sealed and delivered this date: _____ .

Signature of Indemnitor: _____

Printed Name of Indemnitor: _____

Signature of Indemnitor: _____

Printed Name of Indemnitor: _____



HCC

AMERICAN CONTRACTORS INDEMNITY COMPANY
A member of HCC Surety Group
601 South Figueroa Street, Suite 1600
Los Angeles CA 90017
main 800 680 2245

Bail Producer's Name, Address, Phone & Bail License #

Acme Bail Bonds
205 So Broadway, Suite 620, Los Angeles CA 90012
CA Bail Insurance License # BA1841993
800-442-2245, Fax 888-891-8881

CALIFORNIA ADDENDUM TO BAIL BOND APPLICATION AND AGREEMENT

This California Addendum ("Addendum") is attached to and forms part of the Bail Bond Application and Agreement signed, sealed and delivered by you as Defendant ("Agreement") and is incorporated into the Agreement by this reference. Any capitalized terms used in this Addendum without definition shall have the meanings assigned to these terms by the Agreement.

1. IMPORTANT NOTICE! IF THE BOND WILL BE SECURED BY REAL PROPERTY YOU OWN OR IN WHICH YOU HAVE AN INTEREST, PLEASE SEE ATTACHED DISCLOSURE.

2. You understand and acknowledge that if you are surrendered prior to the time specified in the Bond, you have the right under California Penal Code section 1300(b) to petition the court for a ruling as to return of premium. If the court determines that good cause does not exist for your surrender, and you have neither failed to appear nor violated any court order, the court may, in its discretion, order the return of all or a portion of the premium.

3. The specific expenses (in addition to the premium for the Bond) for which you are required to indemnify Surety and its bail producer in accordance with the Agreement are as follows:

(a) actual, necessary and reasonable expenses incurred in connection with the bail transaction including, but not limited to: (1) guard fees after the first 12 hours following your release on bail; (2) notary fees, recording fees, necessary long distance telephone expenses (*i.e.*, telephone calls billed by the telephone company as "long distance," but not those for which "message unit" charges only are made); telegram charges, travel expenses and verification of collateral outside of the county where the bail was arranged; a reasonable posting fee charged by a bail producer operating in a county other than that where the bail was arranged (provided that no charge shall be made for travel from the bail producer's office to post bail in an area where the bail producer advertises in the yellow pages of the telephone directory unless the advertisement specifically provides for this charge). Such travel charges, when permitted, may not exceed the amount allowed to be taken as a travel expense for income tax purposes under the federal Internal Revenue Code and related regulations or the amount allowed by the State of California to be claimed for mileage by its employees, whichever the bail producer chooses;

(b) actual, reasonable and necessary expenses incurred and caused by your breach of any of the terms of the Bail Bond Application and Agreement and any other written agreement under which the Bond was written. This reimbursement may not exceed the penal amount of the Bond and may include a reasonable charge for the services of the bail producer and its employees, partners or other persons associated with the bail producer in the transaction of the Bond on your behalf; and

(c) if a forfeiture of bail occurs and is not set aside, any expenses under sections 3(a) and 3(b) above that are incurred within 180 days following the forfeiture (in addition to the amount of the forfeiture) or such additional period as ordered by the court.

4. Except as expressly provided in this Addendum, all terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum shall control.

5. This Addendum shall be attached to every Bail Bond Application and Agreement entered into in the State of California.

Signed, sealed and delivered this date: _____ .

Signature of Defendant

Printed Name of Defendant



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American Contractors Indemnity Company
A member of HCC Surety Group
601 South Figueroa Street, Suite 1600, Los Angeles CA 90017-5721
main 310 649 2663

INDEMNITOR/GUARANTOR CHECKLIST

Acme Bail Bonds - CA Bail Insurance License # BA1841993
205 So Broadway, Suite 620, Los Angeles CA 90012
800-442-2245, Fax 888-891-8881

BOND

No.: _____
Bail _____
Amount: \$ _____
Premium _____
Amount: \$ _____
Amount _____
Paid Down: \$ _____
Unpaid _____
Balance: \$ _____
Cash _____
Collateral: \$ _____

Date: _____
Defendant: _____
Jail: _____

INITIAL
HERE

- _____ 1. I have read and received a copy of the standard surety bail bond agreement.
- _____ 2. This indemnitor/guarantor checklist is intended to clarify and explain the standard surety bail bond agreement.
- _____ 3. 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% late fee on all scheduled payments not received within five days of the due date.
- _____ 4. 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 bonds posted.
- _____ 5. 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.
- _____ 6. 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 the bail agency.
- _____ 7. 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; pursuant to Title 10CCR 2081(c), I will be billed for actual, necessary and reasonable expenses.

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 Five and Eleven. 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 8 of this checklist, will be charged if applicable and a receipt will be provided.

- _____ 8. 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 \$ 1% (.01) of the bond amount or \$ 250 (whichever greater)) for the bail agency to reinstate or exonerate the bail bond if necessary.
- _____ 9. 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 \$350.00 an hour. If any collection action needs to be taken a minimum \$300.00 fee will be charged.
- _____ 10. 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 the bail agency.
- _____ 11. I understand that substitution of collateral is done at the discretion of the surety and the bail bonding agency. There are no agreements to substitute collateral at a future date.
- _____ 12. I understand that it is my responsibility to request return of any collateral provided. There may be a delay of return of collateral until the bail agency 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 the bail agency.
- _____ 13. This check list is intended to explain and clarify the standard bail agreement, which is the entire contract with the bail agency. 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.
- _____ 14. I declare that all statements made on the application and financial statement are true. I agree to notify the bail agency, within 48 hours of any changes, including but not limited to any change of address or employment of either myself or the criminal defendant.
- _____ 15. 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 cosigners on the agreement.
- _____ 16. 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 a federal or state court in LOS ANGELES County in the State of CALIFORNIA.

**** I HAVE READ AND AGREE WITH THE ABOVE DECLARATIONS AND UNDERSTAND MY RESPONSIBILITIES AND OBLIGATIONS AS INDEMNITOR/GUARANTOR.****

SIGNATURE: _____

SIGNATURE: _____

NAME (print): _____

NAME (print): _____

Received copy: _____



HCC

AMERICAN CONTRACTORS INDEMNITY COMPANY
A member of HCC Surety Group
601 South Figueroa Street, Suite 1600
Los Angeles CA 90017
main 800 680 2245

Bail Producer's Name, Address, Phone & Bail License #

Acme Bail Bonds
205 So Broadway, Suite 620, Los Angeles CA 90012
CA Bail Insurance License # BA1841993
800-442-2245, Fax 888-891-8881

BAIL BOND PREMIUM RECEIPT AND STATEMENT OF CHARGES

RECEIPT NO.: _____

I understand that the premium owing or paid is fully earned upon the defendant's release from custody, and that any renewal premium is fully earned upon payment, and the fact that the defendant may have been improperly arrested, re-arrested, the case dismissed, or the bail reduced shall not obligate the return or forgiveness of any portion of any premium except as otherwise provided by applicable law (if any) as stated in an addendum attached to the Bail Bond Application and Agreement.

1. Today's Date: _____ Date of Defendant's Arrest: _____
2. Amount Received: _____ Dollars (\$ _____)
3. In the form of: Cash Check Money Order Credit Card Other: _____
4. Payer's Full Name: _____
5. Payer's Address: _____
(Street address) (City) (State) (Zip)
6. In connection with (a) Bail Bond(s) for Defendant: _____
(Defendant's full name)
7. Bail Bond Amount(s): _____ Power Nos (if known) _____
8. Date of Defendant's Release on Bail: _____
9. Court Name and address: _____
10. Date & Time of next required Court Appearance: _____
11. Charge(s): _____
12. Bail bond premium: \$ _____
13. Itemized expense #1 description: _____ \$ _____
(if and as permitted by applicable law)
14. Itemized expense #2 description: _____ \$ _____
(if and as permitted by applicable law)
15. Total Charges: (premium plus any itemized expenses shown above) \$ _____
16. Amount Paid: \$ _____
17. Balance Due: \$ _____
18. Was collateral taken? Yes No (If "Yes", collateral receipt # _____)

All other documents executed by Defendant, Indemnitor(s), me, or other party related to the Bail Bond(s) are incorporated into and made a part hereof by reference.

Paid by: _____
Payor Signature

Received by: _____
Producer/Representative Signature

Payor name (printed)

Producer/Representative name (printed)

**HCC**

AMERICAN CONTRACTORS INDEMNITY COMPANY
 A member of HCC Surety Group
 601 South Figueroa Street, Suite 1600
 Los Angeles CA 90017
 main 800 680 2245

Bail Producer's Name, Address, Phone & Bail License #

Acme Bail Bonds
 205 So Broadway, Suite 620, Los Angeles CA 90012
 CA Bail Insurance License # BA1841993
 800-442-2245, Fax 888-891-8881

PRIVACY NOTICE

As required by law, we keep the financial information of our current and former customers private. This notice explains your rights. It also explains our legal duties and privacy practices. We are required by state laws to give you this notice.

THE INFORMATION WE COLLECT AND DISCLOSE

We collect personal information about you from the following sources:

- From you through applications and other forms (e.g. your name, address, social security number, family member information, assets, income, and property locations and values);
- From your transactions and experiences with us and others, (e.g. your account balance, insurance coverage, payment history, the premium you pay, and claims information); and
- From consumer reporting agencies, medical providers, or others (e.g. your credit score and medical and employment information).

We may disclose all of the above information we collect as described in this notice.

PARTIES TO WHOM WE MAY DISCLOSE INFORMATION

We keep your information in our files. **Your information will only be disclosed as authorized by you or as required or allowed by law. We do not disclose your information to any affiliates or unrelated third parties for marketing purposes.** We use your information to process your application, post your bond, and resolve bond claims or breaches of contract. We may give your information to our producers, agents, investigators, attorneys and others for these purposes. We may also disclose it to persons to perform transactions you request or authorize. When we use service providers to help us service your account, your personal information stays confidential. Our service providers agree to keep your personal information private and not use it for any other purpose.

We may also share your information for other reasons such as:

- with state insurance departments or other governmental or law enforcement authorities in the event of a bond forfeiture or breach of contract;
- with state insurance departments or other governmental or law enforcement authorities if required by law or to protect our legal interests or in cases of suspected fraud or illegal activities; or
- if ordered by a subpoena, search warrant or other court order.

We may also share your information with insurance support organizations that maintain information to, among other things, detect or prevent fraud or criminal activity in connection with insurance underwriting or claims. Information disclosed to or obtained from such entities may be kept by them and given to other persons.

CONFIDENTIALITY AND SECURITY

We maintain physical, electronic and procedural safeguards to protect your information. We ensure that your information is treated responsibly and in line with our privacy policy. We also restrict access to your information within our organization to those persons who must have the information to provide services to you, or to conduct our business. Persons who have access to your information may use it only for our business purposes. We safeguard information in accordance with applicable laws.

YOUR RIGHT TO ACCESS AND AMEND YOUR INFORMATION

If you believe any of your personal information that we have is inaccurate, you can send us a written request to review certain recorded information that we can reasonably locate and provide to you. You can request that we amend, correct or delete anything that you believe to be wrong. If we agree with you, we will amend, correct or delete the information in question, unless otherwise required by law. We are not required to agree to your request. If we do not agree with your request, we will notify you of our reasons. We may charge a small fee to collect and send the information to you. Please send your request to the address provided below and include your name, address, telephone number and bond number.

INVESTIGATIVE CONSUMER REPORT

We may prepare or request an investigative consumer report about you (the "Report") in connection with your application or agreement with us. You can request to be interviewed in connection with the preparation of the Report. You are entitled to receive a copy of the Report if you submit a written request to us. Please send your request to the address provided below and include your name, address, telephone number and bond number.

FURTHER INFORMATION

If you have any questions about how we use the information we collect, please write to us at:

American Contractors Indemnity Company
Attn: Bail Department
 601 South Figueroa Street, Suite 1600
 Los Angeles CA 90017

CHANGES TO THIS PRIVACY NOTICE

We reserve the right to change this Privacy Notice. We will send you a copy of a revised Privacy Notice if we make any change, as required by law.

Privacy Notice ACIC 1/14 **White – Producer Copy** * **Yellow – Payer copy**

©1/14 American Contractors Indemnity Company et al.

PROMISSORY NOTE & INSTALLMENT PAYMENT PLAN FOR UNPAID PREMIUM

\$ _____

Date: _____

Power No. _____

City: _____ State: _____

1. FOR VALUE RECEIVED, I (we), the undersigned Debtor(s), jointly and severally (together and separately), promise to pay to the order of _____ ("Bail Producer") the principal sum of _____ (\$ _____) owed for the bail bond ("Bond") of _____ ("Defendant") according to the payment plan shown below to the following address: **Acme Bail Bonds, 205 So Broadway, Suite 620, Los Angeles CA 90012.**

Beginning Balance \$ _____

Amount of initial payment \$ _____, paid this date,

2nd payment in the amount of \$ _____, payment date due: _____,

And subsequent installments of \$ _____ to be paid:

Weekly Bi-Weekly Monthly Other (describe) _____,

Beginning _____, until the balance has been paid in full.

- 2. The entire amount of the then outstanding balance under this note shall become due and payable immediately under any one or more of the following events: (i) upon Defendant's failure to appear in the court for which the Bond was posted at any time required by such court; (ii) upon forfeiture of the Bond; or (iii) if any payment is not received by Bail Producer within ten days following its due date or is returned for insufficient funds, stopped or refused for any reason upon presentment to a financial institution.
- 3. I (we), jointly and severally (together and separately), hereby waive presentment, protest and demand, notice of protest, dishonor and nonpayment of this note, and expressly agree that, without in any way affecting my (our) liability under this note, Bail Producer may (i) extend the due date or the time of payment of any payment due under this note, (ii) accept security or partial payments, (iii) release any party liable under this note or any guarantee of this note and (iv) release any security now or later securing this note. The failure of the Bail Producer to enforce any provision of this note, or to declare a default under this note, shall not be construed as a waiver of the Bail Producer's entitlement to payment, shall not be construed as a waiver or modification of the terms of this note, and shall not impair the right of the Bail Producer to declare a default or to strictly enforce the terms of this note.
- 4. All obligations under this note remain in full force and are not terminated, modified or otherwise affected: (i) by revocation of the Bond; (ii) by any change in the status of the Bond or the surety's liability under the Bond; (iii) by any change in the status of court proceedings for which the Bond was posted; or (iv) by any change in whereabouts or status of the Defendant. This note shall become null and void only if all premium amounts and obligations under the Bond have been paid or satisfied, and otherwise, this note shall remain in full force and effect.
- 5. If any portion of this note or any application of such provision shall be declared by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other applications of such provision or the remaining provisions which shall, to the fullest extent, remain in full force and effect. Any amendment or modification of this note must be in writing and signed by both Bail Producer and me (us).
- 6. I (we) agree to all terms and conditions of this note and acknowledge receipt of a copy of this note. I (we) also agree to pay all collection costs including, without limitation, court costs, reasonable and actual attorneys' fees and expenses, and any other fees permitted by applicable law.

Witness(es):

Debtor(s):

Signature

Signature

Printed Name

Printed Name

Signature

Signature

Printed Name

Printed Name

Acme Bail Bonds

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



CREDIT CARD AUTHORIZATION FORM

I, _____, do hereby authorize Acme Bail Bonds to debit my credit card:

Account Number: _____

Expiration Date: _____

In the Amount of \$ _____

For the Bail Premium/Collateral on behalf of Defendant: _____

Bond Number(s): _____

I understand that the Bail Bond Premium has been earned in full upon the release of the said defendant from jail. I also understand that any collateral monies shall be held until the defendant has appeared on every court appearance necessary until the court relieves the surety and depositor of the collateral of all further liability.

As verbally agreed upon, I will sign this document as my credit card sales authorization and return it to Acme Bail Bonds immediately. Any delay on the return of this document could result in the revocation or said bail bond(s) and re-arrest of said defendant.

Signed this _____ day of _____, 20____.

Signature of Card Holder

Printed Name of Card Holder

Agent Name and Location



HCC

American Contractors Indemnity Company
A member of HCC Surety Group
601 South Figueroa Street, Suite 1600
Los Angeles CA 90017
main 800 680 2245

Bail Producer's Name, Address, Phone & Bail License #

Acme Bail Bonds
205 So Broadway, Suite 620, Los Angeles CA 90012
CA Bail Insurance License # BA1841993
800-442-2245, Fax 888-891-8881

ELECTRONIC MONITORING ADDENDUM TO BAIL BOND APPLICATION AND AGREEMENT - DEFENDANT

This Electronic Monitoring Addendum ("Addendum") is attached to and forms part of the Bail Bond Application and Agreement signed, sealed and delivered by you as Defendant ("Agreement") and are incorporated into the Agreement by this reference. Any terms used in this Addendum without definition and defined in the Agreement shall have the meanings assigned to these terms by the Agreement.

In consideration of Surety's issuing or causing to be issued the Bond, you agree that Surety and its producers, agents, designees or representatives (collectively, "Representatives"), in their sole and absolute discretion, may require you, for any reason or no reason, to wear an electronic monitoring device ("EM Device") in accordance with applicable law (if any). If Surety or its Representatives require you to wear an EM Device, you understand that you shall be monitored continuously by a tamper-proof, non-removable transmitter that is to be worn without interruption during the entire period of electronic monitoring.

Upon notice by Surety and/or its Representatives that you must wear an EM Device, you shall follow all instructions provided by Surety and/or its Representatives in order to establish the electronic monitoring and install the EM Device including, without limitation, your immediately making your person and premises physically available to any third party electronic monitoring vendor ("EM Vendor") designated by Surety and/or its Representatives.

You shall not remove, disconnect, destroy or tamper with the EM Device in any way, and you agree that the EM Device may be inspected at any time and at any place by the EM Vendor, Surety and/or its Representatives. You shall be responsible for the cost of any damaged equipment and shall indemnify and hold Surety and its Representatives harmless for any and all damages as a result of wearing or tampering with the EM Device.

You shall comply with all terms and conditions imposed upon you by the EM Vendor and/or any other party relating to the electronic monitoring. You acknowledge and agree that you are solely responsible for all fees, costs and expenses relating to the electronic monitoring including, without limitation, any installation, maintenance and monitoring fees charged by the EM Vendor and/or any other party relating to the electronic monitoring ("Fees"). Below is a schedule of Fees, and you shall pay Fees to See GPS Monitoring Agreement.


Your failure to comply with the provisions of this Addendum shall constitute a breach of your obligations to Surety, and Surety shall have the right to immediately apprehend, arrest and surrender you, and you shall not be entitled to any refund of premium unless required by applicable law.

This Addendum supplements the terms and conditions of the Agreement, all of which terms and conditions remain in full force and effect. In the event of a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum shall control.

Signed, sealed and delivered this date: _____ .

Signature of Defendant: _____

Printed Name of Defendant: _____

<p>SURETY:</p>  <p style="font-size: 2em; font-weight: bold; margin-left: 10px;">HCC</p> <p style="margin-left: 10px;">American Contractors Indemnity Company A member of HCC Surety Group 601 South Figueroa Street, Suite 1600 Los Angeles CA 90017 main 800 680 2245</p>	<p>BAIL PRODUCER: [stamp must include name, address, phone no. and license no.]</p> <p>Acme Bail Bonds 205 So Broadway, Suite 620, Los Angeles CA 90012 CA Bail Insurance License # BA1841993 800-442-2245, Fax 888-891-8881</p>
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COLLATERAL RECEIPT

RECEIPT NO.: _____

DO NOT LOSE THIS RECEIPT

1. DATE: _____
 2. DEPOSITOR'S NAME: _____
Depositor's Full Name
 3. ADDRESS: _____
(Street) (City) (State) (Zip)
 4. PHONE NUMBERS: HOME: _____ WORK: _____ MOBILE: _____
 5. The person named on line two (2) above ("Depositor" or "you") has deposited the following collateral: In the amount of _____ Dollars (\$ _____) paid by way of: Cash; Check; Other (Itemize and describe source of other: _____)
If collateral is other than money, check the following: Vehicle Mortgage Agreement Other, describe and specify condition) _____
- The above collateral is placed as security for the bail bond(s), premium owed, if any, and all lawful costs incurred due to underwriting the bail bond(s) for the following:
6. DEFENDANT: _____ CASE NO.: _____
(Defendant's full name)
 7. BOND AMOUNT: \$ _____ POWER NUMBER: _____
 8. COURT: _____ CHARGES: _____
 9. RECEIVED BY: _____
Signature of Bail Producer Printed Name of Bail Producer
 10. COLLATERAL HELD BY (check one): Bail Producer Surety Managing General Agent.

Except as otherwise provided by applicable law (if any) as stated in an addendum attached to the Indemnitor Application and Agreement ("Agreement"), you are depositing the collateral as security for the payment of any and all monies and sums due to surety or its producers, including all liability, claims, demands, debts (including promissory notes), damages, judgments, losses, interest, premiums, expenses, services charges, expenditures, attorneys' fees and costs suffered, sustained, made or incurred by surety or its producers on account of, arising out of or relating to the above bail bond and transactions contemplated thereby, your failure to comply with the terms and conditions of the Agreement and any and all debt or other obligations arising out of or evidenced by any agreement executed by you, Defendant or any other indemnitor(s) for the benefit of surety or its producer, all of the terms of which are made a part of this receipt by this reference ("Liabilities").

NOTE: Unless a properly drawn, executed and notarized legal assignment document is accepted and acknowledged by the surety or its designee, the collateral listed above will be returned only to you. Except as otherwise provided by applicable law (if any) as stated in an addendum attached to the Indemnitor Application and Agreement, the collateral shall be returned to you, your heir, legal representative or successor in interest (less any Liabilities) within 30 days after all of the following are satisfied: (i) surety receives competent written legal evidence satisfactory to surety (such as, for example, written notice from the court) of surety's discharge or release from all liability under the above bail bond; (ii) there are no outstanding Liabilities; (iii) there are no other outstanding bonds or obligations executed by, for or on behalf of you or Defendant in connection with which the surety may deem it advisable to retain such collateral for its protection; and (iv) upon surety's request, you shall have executed and delivered to surety a general release upon surety's return of the collateral to you.

12. In Florida, if you are using a credit card to provide collateral, you are required to pay an additional credit card fee in the following amount: \$ _____.
13. In Alaska, a complaint or dispute regarding the taking, use, or release of this collateral may be reported to the Department of Commerce, Community, and Economic Development, Division of Insurance, Robert B. Atwood Building, 550 W. 7th Avenue, Suite 1560, Anchorage, Alaska 99501-3597, if the complaint or dispute is not resolved in 45 working days.
14. You hereby acknowledge receipt of a copy of this document and of all documents referenced above, and the above conditions are understood and agreed to:

DEPOSITOR'S SIGNATURE

RECEIPT FOR RETURN OF COLLATERAL

You hereby surrender the original of this collateral receipt and acknowledge the return and receipt of collateral listed above. The collateral has been returned in good and sufficient condition and you hereby relieve the surety and its producer from any further liability or responsibility in relation to the collateral. You have received the items listed below:

TOTAL AMOUNT RETURNED \$ _____

Other collateral returned _____

Received by: _____ DATE: _____ Returned by: _____ DATE: _____
Signature Signature of Bail Producer

White – Producer Copy • Yellow – Depositor Copy



HCC

AMERICAN CONTRACTORS INDEMNITY COMPANY
A member of HCC Surety Group
601 South Figueroa Street, Suite 1600
Los Angeles CA 90017
main 800 680 2245

Bail Producer's Name, Address, Phone & Bail License #

Acme Bail Bonds
205 So Broadway, Suite 620, Los Angeles CA 90012
CA Bail Insurance License # BA1841993
800-442-2245, Fax 888-891-8881

CALIFORNIA

**DISCLOSURE OF LIEN AGAINST REAL PROPERTY DO NOT SIGN THIS DOCUMENT
UNTIL YOU READ AND UNDERSTAND IT!**

THIS BAIL BOND WILL BE SECURED BY REAL PROPERTY YOU OWN OR IN WHICH YOU HAVE AN INTEREST. THE FAILURE TO PAY THE BAIL BOND PREMIUMS WHEN DUE OR THE FAILURE OF THE DEFENDANT TO COMPLY WITH THE CONDITIONS OF BAIL COULD RESULT IN THE LOSS OF YOUR PROPERTY!

If the Bond is secured by a real property lien, within 30 days after notice is given by any individual, agency or entity to Surety or its bail producer of the expiration of the time for appeal of the order exonerating the Bond, or within 30 days after the payment in full of all moneys owed on the Bond, whichever is later in time, the Surety or bail producer shall deliver to the person who signed the deed of trust a fully executed and notarized reconveyance of title, a certificate of discharge or a full release of any lien against real property to secure performance of the conditions of the Bond. If a timely notice of appeal of the order exonerating the Bond is filed with the court, that 30-day period shall begin on the date the determination of the appellate court affirming the order exonerating the Bond becomes final. Upon the reconveyance, the Surety or bail producer shall deliver the original note and deed of trust, security agreement or other instrument which secures the Bond obligation to the person who signed that document.

I acknowledge and certify that I have read and understand the above disclosure.

Signed, sealed and delivered this date: _____ .

Signature of Property Owner: _____

Printed Name of Property Owner: _____

Signature of Property Owner: _____

Printed Name of Property Owner: _____

AND WHEN RECORDED, MAIL TO:
American Contractors Indemnity Company
Attn: Bail Department
601 South Figueroa Street, Suite 1600
Los Angeles CA 90017

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST AND ABSOLUTE ASSIGNMENT OF RENTS

This Deed of Trust with Assignment of Rents, is made this _____ day of _____, 20_____, by:
_____, ("TRUSTOR"), whose
address is: _____
(Number and Street) (City) (State) (Zip)

to **Chicago Title Company, A California Corporation** ("TRUSTEE") for the benefit of **American Contractors Indemnity Company** ("BENEFICIARY"),
whose address is: **601 South Figueroa Street, Suite 1600, Los Angeles CA 90017-5721**, Trustor irrevocably grant and conveys to Trustee, in Trust,
with power of sale, all Trustor's right, title and interest now owned or later acquired in the following described property located in the County of
_____, State of California:

COMMONLY KNOWN AS: _____

Together with all the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining,
and the rents, issues and profits thereof and herein referred to as the PROPERTY.

This deed is for the purpose of securing performance of each agreement of Trustor herein contained, and securing payment to the said
Beneficiary of the monies due to it and of all losses, damages, expenditures and liability suffered, sustained, made or incurred by it (and as more
fully set forth in that certain bail bond and/or indemnity agreement(s), which agreement(s) is made a part hereof by reference as though herein
fully set forth), on account of, growing out of, or resulting from the execution of a bond or bonds on behalf of:
_____ Bond No.: _____, in the matter of
_____ v. _____ AND FOR
WHICH AMOUNTS and the matters set forth in this bail bond and/or indemnity agreement, these present are security.

To protect the security on this Deed of Trust, Trustor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all building snow or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Trustor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Trustor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof of the rights or powers on Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the trustee incurred in enforcing the obligation secured hereby and trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Trustor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the legal rate, shall be added to and become part of the debt secured by this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby, Beneficiary does not waive its right to require prompt payment when due of all other sums to secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, upon written request of the Trustor and the Beneficiary, or upon satisfaction of the obligation secured and with written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request by Beneficiary, Trustee shall sell the trust property at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Trustor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of a bona fide purchaser and encumbrances for value.
6. Absolute Assignment of Rents. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of this trust, to collect the rents, issues and profits of the property, reserving unto the Trustor the right, prior to any default by Trustor of any obligations secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the obligations hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect rents, issues and profits including those past due and unpaid and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any obligations secured hereby, and in such order as the Beneficiary may determine. The entering upon and taking possession of this Property, the collection of such rents, issues and profits and the application thereof as previously stated, shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.
7. Beneficiary, or any successor in ownership of the obligations secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary alone and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor trustee or trustees, who shall, without conveyance from the trustee predecessor, succeed to all its title, estate, rights, powers, and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this deed is recorded and the name and address of the new Trustee.
8. That this Deed applies to, insures to the benefit of and binds all parties, hereto, their heirs, legatees, devisee, administrators, executors, successors, and assigns. The term beneficiary shall mean the owner and holder including pledges, of the indemnity Agreement secured hereby, whether or not named as beneficiary herein.

Signature of Trustor

Signature of Trustor

Print name of Trustor

Print name of Trustor

State of: _____

County of: _____

On _____ before me. _____ (here insert name and title of the officer) Personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)