



ACME BAIL BONDS,
2674 E. Main St.# D-209, Ventura CA 93003 -
(800) 442-2245 - CA. Bail License # BA1841993

200 Park Ave., Ste 400
Orange Village, OH 44122
(440) 995.1420 (216) 938.6952 FAX

APPLICATION AND AGREEMENT FOR SURETY BAIL BOND

BOND NO. _____ AMT. \$ _____
I.D. Marks _____ Glasses _____ Where Born _____
S.S. # _____ D.L. # _____

Exec. Date _____
Arr. Date _____
Booking # _____
Where Held _____
Arr. By _____
F.B.I. # _____

Booking Name _____ A.K.A. _____
Charges _____ Case # _____ Date to Appear _____ Time _____
Court _____ Jud. Dist. _____ Div. or Dept. _____ County _____

St. Add. _____ City _____ Phone _____ How Long _____
Former Add. _____ City _____ State _____ How Long _____
Years in City _____ County _____ State _____ Last County _____ Last State _____
Employed By _____ Occupation _____ Work Phone _____ How Long _____
Employer's Add. _____ Superior _____ Mo. Income _____ Shift _____
Previous Employer _____ Address _____ City _____ When _____
Previous Arrest Charge _____ Court _____ County _____ When _____
Disposition _____ Previous Bail _____ With Who _____ Amount \$ _____ Case Pending ? _____
On Probation? _____ Where _____ Probation Officer _____
Vehicle - Make _____ Model _____ Year _____ Color _____ License # _____
Military Branch _____ Serial # _____ Discharge Date _____ Union _____ Local # _____
Credit Ref. & Acct. #s _____

Spouse _____ Add. _____ Phone _____ How Long _____
Employed By _____ Add. _____ City _____ Work Phone _____
Occupation _____ Superior _____ Mo. Income _____ How Long _____
Married? - When _____ Where _____ Spouse's Maiden Name _____ D.O.B. _____
Spouse's Vehicle - Make _____ Model _____ Year _____ Color _____ License # _____
Previous Spouse _____ Add. _____ City _____ Phone _____
Children - Name & Age _____ School _____
Mother _____ Add. _____ City _____ Phone _____
Father _____ Add. _____ City _____ Phone _____
Spouse's Mother _____ Add. _____ City _____ Phone _____
Spouse's Father _____ Add. _____ City _____ Phone _____
Def. Brother _____ Add. _____ City _____ Phone _____
Def. Sister _____ Add. _____ City _____ Phone _____
Defendant's Attorney _____ City _____ Phone _____

Indemnitor _____ Add. _____ City _____ Zip _____
Social Security # _____ D.L. # _____ D.O.B. _____ Relation to Def. _____ Phone _____
Employed By _____ Add. _____ Phone _____
Occupation _____ How Long _____ Superior _____ Monthly Income _____
Bank _____ Branch _____ Account # _____ Type _____ Balance _____
Spouse _____ Add. _____ Phone _____
Employed By _____ Add. _____ Phone _____
Occupation _____ How Long _____ Superior _____ Monthly Income _____
Vehicle - Make _____ Model _____ Year _____ Color _____ License # _____
Registered Owner _____ Legal Owner _____ Liens _____
Real Property _____ In Who's Name _____ How Long _____
Lot _____ Block _____ Tract _____ Maps in Book _____ Page _____
Value _____ Equity _____ Financed By _____ A.P. No. _____
Credit Ref. & Acct. #s _____

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

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

Full name of person supplying information	Name of Person negotiating bail	Name of person receiving information
Address	Address	Date and time information received
Connection or relationship to defendant	Connection or relationship to defendant	Manner in which information received
If same was defendant, how did he communicate	Name of licensee who negotiated transaction	Name of other agent involved and commission paid
Writ	Name and sum paid unlicensed persons and service performed	

Was consideration other than money received YES ☐ NO ☐ If yes, explain and attach statement.

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

BAIL BOND INDEMNITY AGREEMENT

ACME BAIL BONDS, 2674 E. Main St.# D-209, Ventura CA 93003 - (800) 442-2245 - CA. Bail Insurance # BA1841993

The undersigned, called "First Party," make application to ACME BAIL BONDS called "Second Party," for execution by CONTINENTAL HERITAGE INSURANCE COMPANY, a corporation call "Surety" of a Bail Undertaking herein referred to as "Bail Bond" in the penal amount of \$ _____ for _____ called "Principal," and in consideration of the Second Party arranging for execution of continuance of the Bail Bond, First Party does jointly and severally agree as follows:

- FIRST: To pay Second Party \$ _____. The premium is fully earned upon the release of Principal. The fact that Defendant may have been improperly arrested, or his/her bail reduced, or his/her case dismissed, shall not obligate the return of any portion of said premium.
- SECOND: To reimburse Second Party and Surety for actual expenses incurred by Second Party or Surety in connection with the arranging and/or execution of Bail Bond or substitution thereof whether or not said Principal refuses to be released after arrangements have been initiated by Second Party in accordance with regulations of the Insurance Commissioner in effect at the time of such expenses are incurred.
- THIRD: To reimburse Second Party and Surety for actual expenses incurred and caused by a breach by the Principal of any of the terms for which the application and Bail Bond were written not in excess of the penal amount of the Bail Bond including all expenses or liabilities incurred as a result of searching for, recapturing or returning Principal to custody, incurred by Second Party or Surety or as necessary in apprehending or endeavoring to apprehend Principal, including legal fees incurred by Second Party or Surety in making application to a court for an order to vacate or to set aside the order of forfeiture of Summary Judgment entered thereon. However, no expenses or liabilities incurred for recapturing or returning Principal to custody shall be chargeable after the entry of Summary Judgment.
- FOURTH: To pay the Second Party or Surety, in the event that it is necessary for them to institute suit for a breach of this agreement, a reasonable attorney's fee which shall, in no event, be less than the sum of twenty-five dollars (\$25.00).
- FIFTH: To pay Second Party or Surety as collateral upon demand, the penal amount of Bail Bond whenever Second Party or Surety, as a result of information concealed or misrepresented by the First Party or Principal or other reasonable cause, any one of which was material to hazard assumed, deems payment necessary to protect the Second Party or Surety hereunder. Where, as a result of judicial action, bail has been increased, and no collateral or insufficient collateral, in the sole discretion of Second Party, is furnished to indemnify against such increase in the bail, Second Party or Surety may demand such collateral as will indemnify them against such increased bail.
- SIXTH: To pay Second Party or Surety immediately upon demand after entry of forfeiture, pursuant to California Penal Code, Section 1306.
- SEVENTH: To aid Second Party or Surety in securing release or exoneration of Second Party or Surety from all liability under Bail Bond, including the surrender of Principal to Court should Second Party or surety deem such action advisable.
- EIGHTH: That all money or other property which the First Party has deposited or may deposit with the Second Party or the Surety may be applied as collateral security or indemnity for matters contained herein, and to accomplish the purposes contained herein, the Second Party and/or Surety is authorized to lawfully levy upon said collateral in the manner provided by law to apply the proceeds therefrom and any and all money deposited to payment or reimbursement for the herein above liabilities, losses, costs, damages and expenses. If collateral received by Second Party is in excess of the bail forfeited, such excess shall be returned to the depositor immediately upon the application of the collateral to the forfeiture, subject to any claim of Second Party and Surety for unpaid Premium or the herein above charges.
- NINTH: Second Party or Surety shall not surrender Principal to custody prior to the time specified in the Bail Bond for the appearance of the Principal, or prior to any occasion when the presence of the Principal in Court is lawfully required without returning all premium paid thereof, unless as a result of judicial action, information concealed or misrepresented by the Principal, or other reasonable cause, any one of which was material to the hazard assumed the hazard was substantially increased and the additional premium, if any, for such increased hazard was not paid within a reasonable time.
- TENTH: The obligations hereunder are joint and several and any amounts due shall bear interest at the maximum rate of interest allowed by law. The Second Party and the Surety shall not be first obliged to proceed against the Principal on Bail Bond before having recourse against the First Party or to proceed or enforce its remedies against the Principal before making demand upon or proceeding and/or enforcing its remedies against any one or more of the First Party.
- ELEVENTH: In making application for Bail Bond, each of us warrants all statements made by him or her on this application to be true, and we agree to advise Second Party of Surety of any change, including but not limited to change of address or employment of either the Principal or of any of the First Party, or any other material change in circumstances, within forty-eight (48) hours after knowledge such change shall have occurred, and the First Party agrees that any failure to so notify shall be reasonable cause for the immediate surrender of the Principal.
- TWELFTH: The undersigned agree that these obligations apply to all other Bail Bonds executed for the same charge for which the above mentioned Bail Bond was executed, or any charge arising out of the same transaction, regardless of whether said Bail Bonds are filed before or after conviction, but not in a greater amount.
- IN WITNESS WHEREOF, the First Party whose names are subscribed to the Bail Agreement executed herewith each represents: I have read the Bail Agreement and I know the contents thereof; that I hereby acknowledge receipt of a copy of said Bail Agreement; that I am the true and lawful owner of the property, whether real or personal, which if set forth in the Application for Bail (which Application is made a part hereof by reference as through herein fully set forth) is my property and that I own such property free and clear of all liens or encumbrances except as so noted, and I further promise not to transfer or encumber any of said property until my liability on said Bail Agreement has been released. In understand the Second Party and/or Surety is permitting the said bail to remain in force upon reliance of the statements made by me and I do hereby

this _____ day of _____, _____ set my hand.

Defendant			
SIGNATURE _____		HOME PHONE _____	WORK PHONE _____
NAME _____	ADDRESS _____	CITY _____	ZIP _____
EMPLOYER _____	ADDRESS _____	CITY _____	ZIP _____
DMV I.D. _____	S.S. NO. _____	DATE OF BIRTH _____	

Indemnitor			
SIGNATURE _____		HOME PHONE _____	WORK PHONE _____
NAME _____	ADDRESS _____	CITY _____	ZIP _____
EMPLOYER _____	ADDRESS _____	CITY _____	ZIP _____
DMV I.D. _____	S.S. NO. _____	DATE OF BIRTH _____	

PRIVACY NOTICE: We collect personal information about you mainly from applications, forms or information you provide, government agencies, public records and consumer reporting agencies. We will not disclose any non-public, personal information about you except as permitted by law. This means we may disclose information such as your name, address, social security number, premium details, or collateral information to our affiliated companies, bonding agents or parties who perform a business or insurance function for us, insurance regulatory agencies, law enforcement or government authorities, and authorized persons as ordered by subpoena, warrant, court order or as required by law. By law, these disclosures may not be prevented. We do not disclose any non-public, personal information about you to non-affiliated companies for marketing purposes. We respect your privacy, advise our employees of the importance of maintaining the confidentiality of your information, and maintain physical, electronic and procedural safeguards to protect your information

If you have a complaint, contact the Bail Bond Producer listed at the top of the Agreement. If those discussions have failed to produce a satisfactory resolution to the problem, you may contact the Surety at 800-220-1439, or 200 Park Avenue, Suite 400, Orange Village, OH 44122, or file a complaint with the California Department of Insurance. You may contact the California Department of Insurance Consumer Affairs office at 800-927-4357, www.insurance.ca.gov or 300 Capitol Mall, 17th Floor, Sacramento, CA 95814.



200 Park Ave., Ste 400
Orange Village, OH 44122
(440)995-1420 (440)938-6952 FAX

INDEMNITOR/GUARANTOR CHECK LIST

DATE _____	BAIL AMOUNT	\$ _____
DEFENDANT _____	PREMIUM AMOUNT	\$ _____
JAIL _____	AMOUNT PAID DOWN	\$ _____
BAIL BOND # _____	BALANCE DUE	\$ _____
CASH COLLATERAL \$ _____ Zero _____		

- _____ 1. I have read and received a copy of the standard Continental Heritage Insurance Company Indemnity Agreement for Bail Bond.
- _____ 2. This indemnitor/guarantor checklist is intended to clarify and explain the standard Continental Heritage Insurance Company Indemnity Agreement for Bail Bond.
- _____ 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 the rate of 10% percent per annum. There is a Ten percent late fee on all scheduled payments not received within five days of the due date. (Note: The insurance company is not a party to any premium financing. Any financial agreement is strictly between the bail agent/agency and indemnitor.
- _____ 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. (States with Renewable Premiums).
- _____ 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 for any other time ordered by the court until the 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 within the time allowed by law, that I must pay the full amount of the bail forfeited plus expenses to the bail agent/agency.
- _____ 7. I understand I am responsible if it becomes necessary to arrest and surrender the defendant and that I am responsible for paying all reasonable costs incurred for locating, apprehending, transporting and surrendering the defendant to custody. 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 Indemnity Agreement. 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 (Minimum of \$ 250.00)) and attorneys' fees for the bail agent 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 bond agreement, I am responsible for any collection actions taken, including attorney's fees and costs. Attorneys' 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 cannot be released until all bonds posted on my behalf for defendant have been exonerated and written notice from the court received by 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 checklist is intended to explain and clarify the standard Continental Heritage Insurance Company Indemnity Agreement for Bail Bond, which is the entire contract with the bail agency. I understand that 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 statements 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 obligations under this agreement are 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, UNDERSTAND AND AGREE WITH THE ABOVE TERMS.

SIGNATURE: _____	SIGNATURE: _____
NAME (print): _____	NAME (print): _____
RECEIVED COPY: _____	

NOTICE TO COSIGNER (Traducción en Inglés Se Requiere Por La Ley)

Surety: Continental Heritage Insurance Corporation

Bail Agent: ACME BAIL BONDS

Indemnitor Application and Agreement, and Promissory Note & Installment Plan for Unpaid Premium related to arrestee _____

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of *your* credit record.

This notice is not the contract that makes you liable for the debt.

AVISO PARA EL FIADOR (Spanish Translation Required by Law)

Se le está pidiendo que garantice esta deuda. Piénselo con cuidado antes de ponerse de acuerdo. Si la persona que ha pedido este préstamo no paga la deuda, usted tendrá que pagarla. Esté seguro de que usted podrá pagar si sea obligado a pagarla y de que usted desea aceptar la responsabilidad.

Si la persona que ha pedido el préstamo no paga la deuda, es posible que usted tenga que pagar la suma total de la deuda, mas los cargos por tardarse en el pago o el costo de cobranza, lo cual aumenta el total de esta suma.

El acreedor (financiero) puede cobrarle a usted sin, primeramente, tratar de cobrarle al deudor. Los mismos metodos de cobranza que pueden usarse contra el deudor, podran usarse contra usted, tales como presentar una demanda en corte, quitar parte de su sueldo, etc. Si alguna vez no se cumpla con la obligación de pagar esta deuda, se puede incluir esa información en la historia de credito de usted.

Este aviso no es el contrato mismo en que se le echa a usted la responsabilidad de la deuda.

Sign name

Date

Print name

UNPAID PREMIUM AGREEMENT

Defendant Name: _____ Date: _____

Bail Amount: _____

Jail: _____

Total Sale Amount: \$ _____

Less Amount Paid Down: \$ _____

BALANCE DUE: \$ _____

The undersigned promises to pay the Balance Due of \$ _____

in _____ installments of \$ _____ each,

with the first installments due as follows: _____

I have deposited as security against this premium balance: _____

I (we) have obtained a bail bond for the release of the above defendant and I (we) promise to pay the Balance Due as prescribed above. I (we) understand that if my payments are not received at the address stated below within five days of the scheduled due date, I (we) will be charged a ten percent (10%) late charge based on the scheduled payment amount. Should my account become over 30 days past due, a demand for full payment may be made at that time. Any and all Legal/collection fees associated to my account will be my responsibility.

All payments should be mailed to: **ACME BAIL BONDS, 2674 E. Main St. # D-209, Ventura CA 93003**

I HAVE READ AND AGREE WITH THE ABOVE DECLARATIONS

Signature: _____ Signature: _____

Print: _____ Print: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

Print: _____ Print: _____

Date: _____ Date: _____

Acme Bail Bonds

2674 E Main St, PMB C-209

Ventura, CA 93003

800-442-2245 Fax 888-891-8881

Insurance Bail License # 1841993



CREDIT CARD SALES AUTHORIZATION

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 Numbers(s): _____

I understand that the Bail Bond Premium has been earned in full upon the release of 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 in the return of this document could result in the revocation of said Bail Bonds(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