	Surety:	BAIL PRODUCER:	stamp must include name, address, pl	none no. and license no.]
United States Fin 157 Main Street P.O. Box 806, (800) 245-0366	<b>re Insurance Company</b> a, Greenville, PA 16125 Greenville, PA 16125 I FAX (724) 588-8801 Notices@cfins.com		BONDS o St., # D-209, Ventura CA 9 5, CA BAIL License # 1841§	
	INDEMNITOR APP	LICATION AND AGREEN	/IENT	
-	("Indemnitor" or "you"), hereby rend are made for the purpose of inc		-	-
	taking for	-		
	in the			
("Rond")("Bond").			Donais (>	
1. INDEMNITOR NAME AND ADD		RELATIONSHIP TO	DEFENDANT:	
Indemnitor's full name:				
	Cell Phone #			
	Social Media Username			
	dlord/Mortgage Company:			
Rent or Own? Land	llord/Mortgage Company:			
2. PERSONAL DESCRIPTION: Date	of Birth: Where Bor	rn:	Sex: 🗋 M 🛄 F Race	
Social Security #	Driver's License #	<u> </u>	Issuing State:	
How Long in U.S.?	U.S. Citizen? 🛛 Y 🔲	N Nationality	Alien #	
Union?		Local #		
	Active?			
Additional Notes:				
3. EMPLOYMENT:				
Occupation	Employer		Work Phone:	
	nployer Address			
4. MARITAL STATUS: 🔲 Married	d 🔲 Divorced 🛄 Separated 🛄 \	Widowed 🗖 Single 🗖 Co	bhab	
	·	-		
	Social Media Username:			
	Employer			
5. AUTOMOBILE: Year N	lake Model	Color	Plate #	State

#### 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 Mor	tgage \$
In whose name is title?		Monthly salary	or wages S

**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?  $\Box$  Y  $\Box$  N If using Collateral, will it be a lien on real property?  $\Box$  Y  $\Box$  N
- 4. Unless otherwise provided by applicable law (if any) as stated in an attached addendum, the following events shall constitute a breach of the obligations to the Surety, and the Surety shall have the right to immediately apprehend, arrest and surrender the defendant, and you, as indemnitor, shall have no right to any refund of premium whatsoever: (a) the defendant departs the jurisdiction of the court without the prior written consent of the court and the Surety; (b) the defendant moves from current address without prior written consent of the Surety or fails to notify Surety of any material information; (c) the defendant commits any act that constitutes reasonable evidence of the intention to cause a forfeiture of the Bond; (d) the defendant is arrested and incarcerated for any other offense (other than a minor traffic violation); (e) the defendant makes any materially false statement in this application; (f) any indemnitor requests that the defendant be surrendered; (i) 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.
- 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, 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. 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.
- 9. 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, 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.
- 10. 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.
- 11. 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.
- 12 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.
- 13. 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.
- 14. 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.

15.	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.

- 16. 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).
- 17. 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.
- 18. Other Bond Conditions, not included above: \_\_\_\_

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

SIGNED, SEALED AND DELIVERED at \_\_\_\_\_\_, this date: \_\_\_\_\_\_.

Witness Sign:	Indemnitor Sign:
Print Name:	Print Name:

United States Fire Insurance Company 157 Main Street, Greenville, PA 16125 P.O. Box 806, Greenville, PA 16125 (800) 245-0366 I FAX (724) 588-8801 Email: CourtNotices@cfins.com

ACME BAIL BONDS 2674 E. Main St., # D-209, Ventura CA 93003 800-442-2245, CA BAIL License # 1841993

#### CALIFORNIA ADDENDUM TO INDEMNITOR APPLICATION AND AGREEMENT

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.

# 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. 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 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.

3. 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.

4. 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.

5. 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.

6. This Addendum shall be attached to every Indemnitor Application and Agreement entered into in the State of California.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_ , 20 \_\_\_\_\_ .

Defendant's Name

Signature of Indemnitor

Bond Amount

Printed Name of Indemnitor

#### UNITED STATES FIRE INSURANCE COMPANY THE NORTH RIVER INSURANCE COMPANY AMERICAN CONTRACTORS INDEMNITY COMPANY\*

\*BAIL BOND ADMINISTRATION PROVIDED BY UNITED STATES FIRE INSURANCE COMPANY

ACME BAIL BONDS 2674 E. Main St., # D-209, Ventura CA 93003 800-442-2245, CA BAIL License # 1841993

Last Updated: January 2020

## **CALIFORNIA PRIVACY NOTICE**

As required by law, we keep the financial information of our current and former customers private. This notice describes how we collect, use and share your personal information and also explains your rights. It also explains our legal duties and privacy practices. Personal information means information that allows someone to identify or contact you ("Information"). We are required by state laws to give you this notice.

#### THE INFORMATION WE COLLECT AND DISCLOSE

We collect 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 this Information 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 Information stays confidential. Our service providers agree to keep your 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;
- if ordered by a subpoena, search warrant or other court order; or
- business activities that we may legally undertake.

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 administrative, technical and physical 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 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.

#### ABOUT OUR WEBSITE

We may collect information via technology about how you use our website, including the elements you have interacted with, metadata, and other details about these elements, clicks, change states, and other user actions. This information is used primarily to provide, maintain, protect, and improve our current products and to develop new ones.

We may use cookies on certain pages of our site. Cookies are stored on your computer, not on our site. Most cookies are "session cookies" which means that they are automatically deleted at the end of each session. A cookie itself does not have the ability to automatically collect personal information about you. A cookie can store certain information that identifies your computer to us so that you do not need to re-enter that information as frequently when you use our site. The cookie does not contain your password.

We reserve the right to change our policy regarding cookies and the collection of information from visitors at any time without advance notice. Should any new policy be put into effect, we will post it on this website, and the new policy will apply only to information collected thereafter. You may opt out of receiving cookies or delete any prior cookies by changing your specific internet browser settings. The privacy of communication over the internet cannot be guaranteed. If you are concerned about the security of your communication, we encourage you to send your correspondence through the postal service or use the telephone to speak directly to us. We do not represent or warrant that the site, in whole or in part, is appropriate or available for use in any particular jurisdiction. Those who choose to access the site, do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. We do not assume any responsibility for any loss or damage you may experience or incur by the sending of personal information over the internet by or to us. This Usage Agreement shall be governed by the laws of the United States and of the State of New Jersey, without giving effect to its conflict of laws provisions.

#### FOR CALIFORNIA RESIDENTS ONLY:

If you are a California resident, you may be entitled to additional rights over your Information. We do not, and will not, sell Information collected from you.

The California Consumer Privacy Act (CCPA) provides California residents, upon a verifiable consumer request, certain rights that include:

#### *The right* to request that we disclose:

- (1) The categories of personal information that we have collected about you; and
- (2) The categories of personal information that we have disclosed about you for a business purpose

*The right* to request that we delete the personal information it has collected from you, subject to certain legal exceptions, for example, when such personal information is necessary to fulfill or comply with our legal obligations.

*The right* to be protected from discrimination for exercising your CCPA rights. If you choose to exercise your privacy rights, we will not charge you different prices or provide different quality of services unless those differences are related to your information.

You may designate an authorized agent to act on your behalf and make a request of us under the CCPA.

To exercise your rights under the CCPA or to seek assistance, please do one of the following:

- If you would like to make a Request to Know, go to http://www.cfins.com/request-to-know-california-residents/ or call 1.844.254.5754
- If you would like to make a Request to Delete, http://www.cfins.com/request-to-delete-california-residents/ or call 1.844.254.5754
- Fill out and send back to us the Request to Know / Request to Delete form to:

Crum & Forster Legal Department PO Box 1973 305 Madison Avenue Morristown, NJ 07962 privacyinformation@cfins.com

We will attempt, where practical, to respond to your requests and to provide you with additional privacy-related information. We will confirm receipt of verifiable consumer requests within ten (10) days of receipt. You may only make a verifiable consumer request for personal information twice within a twelve (12) month period. We cannot respond to your request if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Any consumer with a disability may access this notice by contacting us at the address, email or toll free number listed above.

We may change this California Privacy Notice and our privacy practices over time. Our most current Privacy Policy and California Privacy Notice can be found on our website at http://www.cfins.com/terms/.

United States Fire Insurance Company 157 Main Street, Greenville, PA 16125 P.O. Box 806, Greenville, PA 16125 (800) 245-0366 I FAX (724) 588-8801 Email: CourtNotices@cfins.com

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# FRAUD WARNINGS ADDENDUM

THIS FRAUD WARNINGS ADDENDUM IS TO BE ATTACHED TO AND FORM PART OF THE APPLICATION. THE FRAUD WARNINGS IN THIS ADDENDUM REPLACE ANY OTHER FRAUD WARNINGS THAT ARE INCLUDED IN THE APPLICATION TO WHICH THIS ADDENDUM IS ATTACHED.

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. (Not applicable in AL, AR, CA, CO, DC, FL, KS, KY, LA, MD, ME, NJ, NM, NY, OH, OK, OR, PA, RI, TN, VA, VT, WA or WV – see Additional Fraud Notices for these States below).

### ADDITIONAL FRAUD NOTICES

**NOTICE TO ALABAMA, ARKANSAS, LOUISIANA, NEW MEXICO, RHODE ISLAND AND WEST VIRGINIA APPLICANTS:** 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.

**NOTICE TO CALIFORNIA APPLICANTS:** 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.

**NOTICE TO COLORADO APPLICANTS:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**NOTICE TO FLORIDA APPLICANTS:** 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.

**NOTICE TO KANSAS APPLICANTS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

**NOTICE TO KENTUCKY APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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.

**NOTICE TO MAINE APPLICANTS:** 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 denial of insurance benefits.

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

**NOTICE TO NEW JERSEY APPLICANTS:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NOTICE TO NEW YORK APPLICANTS:** Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, 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 value of the subject motor vehicle or stated claim for each violation.

**NOTICE TO OHIO APPLICANTS:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**NOTICE TO OKLAHOMA APPLICANTS: 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.

**NOTICE TO OREGON APPLICANTS:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**NOTICE TO PENNSYLVANIA APPLICANTS:** Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and payment of a fine of up to \$15,000.

**NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

**NOTICE TO VERMONT APPLICANTS:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

The undersigned declares that to the best of his or her knowledge and belief the statements and representations made herein and in any attachments appended hereto and/or incorporated herein by reference are true and complete and that no material facts have been misstated, misrepresented, suppressed or concealed. The signing of this application does not bind the undersigned to purchase insurance, nor does review of the application bind any insurer to issue a policy. It is agreed, however, that this application shall be the basis of the contract should a policy be issued **(Not applicable in North Carolina)**. If there is any material change in the answers to the questions provided herein or in any of the attachments appended hereto and/or incorporated herein by reference prior to the effective date of the insurance policy, the applicant must immediately notify the insurer in writing and the insurer reserves the right in such instance to modify or withdraw any quotation or binder that may have been issued. The undersigned also represents that he or she is authorized on behalf of the applicant to complete and sign this application on its behalf.

Applicant Name (Printed)	Applica	Applicant Title		
Applicant Signature*	Date			
ELECTRONIC SIGNATURE AND ACCEPTANCE				
PRODUCER INFORMATION:				
Producer Name (Printed)	Producer Signature*			
Agency Name	Agency Code	License Number		
* ELECTRONIC SIGNATURE AND ACCEPTANCE				
* You can apply your signature to this form electronically by checkin				

\* You can apply your signature to this form electronically by checking the Electronic Signature And Acceptance box below your signature line and by then either applying your electronic signature to this form or by typing your name above your signature line on this form. By doing so, you hereby consent and agree that your use of a key pad, mouse, keyboard or other device to accomplish the foregoing constitutes your signature, acceptance, and agreement as if actually signed by you in writing and has the same force and effect as a signature affixed by hand. Further, you agree that the lack of a certification authority or other third party verification will not in any way affect the validity or enforceability of your signature or any resulting contract. UNITED STATES FIRE INSURANCE COMPANY 157 Main Street, Greenville, PA 16125 P.O. Box 806, Greenville, PA 16125 (800) 245-0366 | FAX (724) 588-8801 Email: CourtNotices@cfins.com

ACME BAIL BONDS 2674 E. Main St., # D-209, Ventura CA 93003 800-442-2245, CA BAIL License # 1841993

# BAIL PRODUCER (stamp must include name, address, phone no., Email and license no.) CALIFORNIA NOTICE TO COSIGNER

(Civil Code §1799.91)

BOND NO.: \_\_\_\_\_

BOND AMOUNT:\_\_\_\_\_

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

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.

### I acknowledge and certify that I have read and understand the above notice.

Signed, sealed and delivered this	day of	, 20	
Name of Cosigner (Printed)	Signature	e of Cosigner	
Name of Cosigner (Printed)	Signature	e of Cosigner	
Name of Cosigner (Printed)	Signature	e of Cosigner	

UNITED STATES FIRE INSURANCE COMPANY 157 Main Street, Greenville, PA 16125 P.O. Box 806, Greenville, PA 16125 (800) 245-0366 | FAX (724) 588-8801 Email: CourtNotices@cfins.com

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BAIL PRODUCER (stamp must include name, address, phone no., Email and license no.)

#### **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. 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 only) as stated in an addendum attached to the Defendant Bail Bond Application and Agreement and/or Indemnitor Application and Agreement.

1.	Today's Date:	_ Date of Defe	ndant's Arre	est:		
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:		(City)		(State)	(7:)
6.	In connection with (a) Bail Bond(s) for Defendant:			ndant's full name)	(State)	(Zip)
7.	Bail Bond Amount(s):		Power No	s (if known) _		
8.	Date of Defendant's Release on Bail:					
9.	Court Name and address:					
10.	Date and Time of next required Court Appearance:					
11.	Charge(s):					
12.	Bail Bond premium:			\$		
13.	Itemized expense #1 description:	mitted by applicable law)		\$		
14.	Itemized expense #2 description:			\$		
15.	Total Charges: (premium plus any itemized expenses	shown above)		\$		
16.	Amount Paid:			\$		
17.	Balance Due:			\$		
18.	Was collateral taken?	ollateral receipt #				
	r documents executed by Defendant, Indemnitor(s), me ereof by reference.	e, or other party re	elated to the	e Bail Bond(s)	are incorporat	ed into and made
Paid by	:	Received b	y:			
	Payor Signature				esentative Signatu	re
	Payor Name (printed)			Producer/Repres	entative Name (pri	nted)

**United States Fire Insurance Company** 157 Main Street, Greenville, PA 16125 P.O. Box 806. Greenville. PA 16125 (800) 245-0366 | FAX (724) 588-8801 Email: CourtNotices@cfins.com

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### **PROMISSORY NOTE & INSTALLMENT PAYMENT PLAN FOR UNPAID PREMIUM**

\$

Power No.

Date: \_\_\_\_

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 ACME BAIL BONDS ("Bail Producer") the principal sum of

) owed for the bail bond ("Bond") of ("Defendant") at the address shown above in the Bail Producer Stamp box or at such other place as Bail Producer may from time to time designate in writing according to the following payment plan:

Payment #1: Amount of payment \$	Date payment due:
Payment #2: Amount of payment \$	Date payment due:
Payment #3: Amount of payment \$	Date payment due:
Payment #4: Amount of payment \$	Date payment due:

- 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.
- 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 5. 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	
Print Name	Date	Print Name	Date
Signature		Signature	
Print Name	Date	Print Name	Date



# CREDIT CARD SALES AUTHORIZATION

Ι,,	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 Beha	alf 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