

BAIL BOND INDEMNITY AGREEMENT
CREDIT CARD/CASH DEPOSIT

_____ and/or his/her agents or representatives, collectively hereinafter referred to as "SURETY", hereby enter into an agreement with the person(s) and/or entities named below hereinafter referred to as the Defendant and/or the Indemnitor(s), for the purpose of attempting to secure a bail bond for _____, Defendant. Defendant and/or the Indemnitor(s), request(s) SURETY to post bail in the amount of \$_____ in the _____ Court of _____ County, Arizona wherein the Defendant is charged with _____

The Defendant and/or the Indemnitor(s) agree to pay a non-refundable premium/fee of \$_____ to SURETY for the purpose of attempting to secure a bail bond, but both parties understand if all necessary paperwork is completed on a bond and it is refused at the jail or at a Court due to the Defendant's prior release, warrants, or for causes unknown by SURETY at the time of writing the Bond, a minimum \$50.00 plus costs will be charged. The parties agree that said bond is conditioned upon full compliance of all said terms and conditions and is a part of said bond and application therefore:

The premium/fee is fully earned upon the acceptance of the Bond by the Court or the Jail. The fact that Defendant may have been improperly arrested, or his bail reduced, or his case dismissed, shall not obligate the return of any portion of said premium/fee. If a pre-release warrant check reveals an outstanding warrant, the Defendant may not be released. The parties agree that said Bond is conditioned upon full compliance of all said terms and conditions and is a part of said Bond and application therefore:

1. That the Indemnitors will have Defendant forthcoming before the Court named on the Bond (Prisoner's Release Receipt) at the time(s) therein fixed, and at such other times as may be ordered by the Court.
2. That the Indemnitor(s) will at all times indemnify and save SURETY harmless from and against any and all claims, demands, liabilities, costs, charges, counsel fees, expenses, suits, orders, judgments, or adjudications whatsoever which SURETY shall or may for any cause sustain or incur, by reason of SURETY having executed said Bond or undertaking, and will, upon demand, place SURETY in funds to meet all such claims, demands, liabilities, costs, charges, counsel fees, expenses, suits, orders, judgments, or adjudications against him and before SURETY shall be required to pay the same.
3. That the agreement of indemnity contained in paragraph 2 above shall continue as long as SURETY has any liability or has sustained any loss, upon the bond referred to herein, and the undersigned further agrees not to make any transfer, or any attempted transfer of any cash deposited, transferred by wire, charged on credit card(s) or by other means delivered, in which the undersigned has provided to SURETY to post bail for Defendant, and it is further agreed that SURETY shall have a lien upon all cash provided by the undersigned for any sums due SURETY or for which SURETY has become, or may become, liable by reason of SURETY having executed the bond referred to herein. It is further agreed that the Indemnity Agreement contained in paragraph 2 above and the provisions of this paragraph shall be binding upon and apply to any subsidiary, affiliate, parent, or related enterprises created or acquired by the undersigned.
4. That the voucher, or any other evidence of any payment made by SURETY, by reason of SURETY's Suretyship, shall itself, be conclusive evidence of such payment as to the Indemnitors, their estate, and those entitled to share in their estate, and their successors and assigns.
5. That SURETY may withdraw, at any time provided by law, from SURETY's Suretyship upon the Bond or undertaking herein, without liability to any party.
6. That Indemnitor/Defendant's liability to SURETY is not limited to the Bond referred to herein, but shall apply to all other bonds or undertakings issued by SURETY at the request of the Indemnitor(s)/Defendant.
7. That Indemnitors' obligations and indemnities as contained herein shall not terminate upon exoneration of the bond or undertaking but shall continue until such time that SURETY is relieved of all duties, demands, liabilities, obligations, costs or expenses in any way related thereto.
8. That the waiver by SURETY of any breach of any term or condition herein shall not be deemed a waiver of same of any subsequent breach of the same term condition, and that failure of any Indemnitor to comply with the terms and conditions herein shall not act as or be construed as a release or waiver as to any remaining Indemnitor who shall remain liable and bound by all provisions of this Agreement.
9. This Agreement shall be construed and enforced under the laws of the State of Arizona. In the event any of the provisions of this Agreement are inconsistent with the laws of the State, this Agreement, as to these provisions only, shall be null and void, and the remainder shall be enforced with the same effect as though such provisions were omitted.

