

**BAIL BOND INDEMNITY AGREEMENT**  
**CREDIT CARD/CASH DEPOSIT**

PHOENIX BAIL BONDS P. O. Box 3474 Flagstaff, AZ 86003 (P) 602-267-9057 • (F) 928-522-0152 phoenixbailbonds.co
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PHOENIX BAIL BONDS 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.

\_\_\_\_\_; \_\_\_\_\_  
Initials                      Initials

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, or any place governing its construction or enforcement, this agreement shall not be voided but shall be construed and enforced with the same effect as though such provisions were omitted.
10. The use of plural herein shall include the singular. Obligations of the Indemnitors shall be joint and several and the provisions of this Agreement shall be binding upon Indemnitors' heirs, successors, representatives and assigns.
11. If the property or any part thereof given as security under this agreement is cash money, then the Defendant and/or the Indemnitor(s) hereby agree that it is expressly understood and agreed that no interest shall be paid at any time as long as said money is retained for any purpose by SURETY in securing all terms of this agreement and until all liabilities of the Defendant and/or the Indemnitor(s) have been fully discharged and satisfied. It is understood that should the cash collateral and/or bail be given by the Defendant and/or the Indemnitor(s) in the form of a check or credit card voucher, the funds shall not be returned any sooner than 14 days from the date SURETY shall deposit said check or credit card voucher in his bank. Cash collateral and/or bail deposited with SURETY may be posted with the court.
12. In the event SURETY is required to make a court appearance for any reason in conjunction with the Defendant's Bond or court case, the Defendant and/or Indemnitor(s) agree to pay a minimum \$300.00 charge plus costs to SURETY. The Defendant and/or Indemnitor(s) agree to pay SURETY the minimum \$300.00 bounty fee plus investigation costs if surrender papers are prepared due to the non-compliance of the Defendant with the terms of release imposed by the court, or requested by the Indemnitor(s), or non-compliance of the Defendant and/or the Indemnitor(s) with the Terms and Conditions of Bond as provided by SURETY.
13. The Defendant and/or the Indemnitor(s) hereby acknowledge that this indemnity agreement, and all other executed, written agreements associated with this matter; set forth all of the terms of this agreement between SURETY and the Defendant and/or the Indemnitor(s). All statements, representations or affirmations made by SURETY and/or his agents, employees, or associates; prior to or concurrent with, the execution of this agreement are incorporated herein and unless contained herein are of no force and effect whatsoever in determining the liability of the Defendant and/or the Indemnitor(s) under this agreement. The Defendant and/or the Indemnitor(s) hereby state SURETY, his agents or employees have not recommended or suggested any attorney or firm of attorneys to the Defendant or the Indemnitor(s).

**RETURN / REFUND OF BAIL**

Cash collateral and/or Bail paid to SURETY, whether by deposit, wire transfer, credit card or by other means delivered, may be deposited directly with the Court or Jail. Return of cash collateral and/or Bail to the Indemnitor(s)/Defendant is dependent upon the Court's disposition of the case and exoneration of the Bond. Upon official notification from the Court that the Bond is exonerated and the Bail Refund is received from the Court (typically a 2-6 week wait), a refund check will be mailed to the undersigned as per paragraph 11 above. Any fees owed per paragraph 12 will be deducted from the refund check unless already paid by the undersigned. Maximum refund upon exoneration: \$ \_\_\_\_\_.

**A SIGNED DOCUMENT THAT IS FAXED OR EMAILED BECOMES A LEGAL AND BINDING CONTRACT.  
I AGREE THAT MY FAXED OR EMAILED SIGNATURE SHALL CONSTITUTE AN ORIGINAL AND I AM BOUND HEREBY.**

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Defendant Signature	Dated	For: SURETY	Dated
Indemnitor Signature	Dated	Indemnitor Signature	Dated
Indemnitor Signature	Dated	Indemnitor Signature	Dated

**CONTACT INFORMATION:**

**INDEMNITOR'S NAME:** \_\_\_\_\_

Indemnitor's Mailing Address: \_\_\_\_\_ ;  
Street City, State

Indemnitor's Phone: \_\_\_\_\_ ;  
Home Cell Business

**DEFENDANT'S NAME:** \_\_\_\_\_

Defendant's Mailing Address: \_\_\_\_\_ ;  
Street City, State

Defendant's Phone: \_\_\_\_\_ ;  
Home Cell Business