

**SUN SURETY INSURANCE COMPANY**

A South Dakota Bail Insurance Corporation  
P.O. Box 2373 Rapid City, South Dakota 57701  
605-348-1000 (Office) 605-348-0778 (Fax)

**INDEMNITOR/GUARANTOR CHECKLIST**

BOND NO: \_\_\_\_\_  
BAIL AMOUNT: \$ \_\_\_\_\_  
PREMIUM AMOUNT: \$ \_\_\_\_\_  
AMOUNT PAID DOWN \$ \_\_\_\_\_  
UNPAID BALANCE: \$ \_\_\_\_\_  
CASH COLLATERAL: \$ \_\_\_\_\_

DATE: \_\_\_\_\_  
DEFENDANT: \_\_\_\_\_  
JAIL: \_\_\_\_\_

**(Initial Here)**

- \_\_\_\_\_ I have read and received a copy of the standard Sun Surety Insurance Company bail bond agreement.
- \_\_\_\_\_ This Indemnitor/Guarantor checklist is intended to clarify and explain the standard Sun Surety Insurance Company bail bond agreement.
- \_\_\_\_\_ 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 30<sup>th</sup> day of each month at a rate of 10 % per annum. There is a 10 % late fee on all scheduled payments not received within 5 days of the due date.
- \_\_\_\_\_ I understand I am required to pay the amount of the bail bond premium every year in advance hereafter, until the surety is legally discharged from all liability on the bond(s) posted. (where allowed)
- \_\_\_\_\_ I understand that if the defendant does not appear for each and every scheduled court appearance until the bond is exonerated, that the court may forfeit the bond and that I will be responsible for paying the full amount of the bond plus any associated expenses to the bail agency unless the bond is either reinstated or exonerated within the time allowed by law.
- \_\_\_\_\_ I understand that if the court forfeits the bond at any time, I will be responsible for any expenses, including court costs, incurred to either reinstate or exonerate the bond.
- \_\_\_\_\_ 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: this is billed at a rate of \$50.00 per hour per investigator plus expenses or 10% of the bond; whichever is greater.

Investigation costs will begin to accrue after a court forfeiture hearing is scheduled or when any indemnitor requests the defendant be placed back into custody or when any condition is breached as defined in the bail bond agreements. 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.

- \_\_\_\_\_ I understand that if the bail is ordered forfeited by the court that I am responsible to pay court costs and reasonable appearance or attorney fees (a minimum charge of \$200.00) for the bail agency to reinstate or exonerated the bond if necessary.
- \_\_\_\_\_ 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 fees and costs. Attorney fees are a minimum of \$250.00 per hour. If any collection action needs to be taken a minimum \$250.00 fee will be charged.
- \_\_\_\_\_ I understand that collateral cannot be released until all bonds posted on my behalf for the defendant have been exonerated and written notice of the exonerated from the court is provided to the bail agency.
- \_\_\_\_\_ 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.
- \_\_\_\_\_ I understand that it is my responsibility to request return of any collateral provided. There may be a delay of collateral return until the bail agency has researched the exonerated 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 exonerated from the court and provide it to the bail agency.
- \_\_\_\_\_ This checklist is intended to explain and clarify the standard Sun Surety Insurance Company bail bond indemnity 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.
- \_\_\_\_\_ 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 the defendant or myself.
- \_\_\_\_\_ 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 charges, even if there are co-signers on the agreement.
- \_\_\_\_\_ 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 Maricopa County in the State of Arizona.
- \_\_\_\_\_ I have received a copy of this checklist.

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

Indemnitor Signature: \_\_\_\_\_

Defendant Signature: \_\_\_\_\_

Indemnitor Name (Print): \_\_\_\_\_

Defendant Name (Print): \_\_\_\_\_

Bond Agent Signature: \_\_\_\_\_



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