



**UNIVERSAL
FIRE & CASUALTY
INSURANCE COMPANY**

2850 Dixie Hwy, Ste 100 • Waterford, MI 48328
800.874.8742 • 616.662.4460 FAX

PRODUCER:

LICENSE No:

ADDRESS:

PHONE:

(Insurance Producer name, license number, physical address and phone number must be printed or stamped above)

BAIL BOND CONTRACT / INDEMNITY AGREEMENT

THIS IS A BINDING LEGAL AGREEMENT. PLEASE READ BOTH SIDES OF BEFORE SIGNING. YOU MAY CHOOSE TO CONSULT AN ATTORNEY

DO NOT SIGN THIS AGREEMENT UNLESS YOU UNDERSTAND ALL THE TERMS ENCLOSED

Favor de no firmar este documento al menos que usted entienda todos los terminos que se encierran

THIS BAIL BOND CONTRACT AND INDEMNITY AGREEMENT ("Contract") is entered into between the undersigned indemnitors, guarantor, defendant or applicant ("Indemnitor"), the undersigned Insurance Producer ("Producer") and the Producer's bail bond insurance company, Universal Fire & Casualty Insurance Company ("Company") collectively known as the "Surety". It is agreed that Indemnitor has applied to Surety for a bail bond, for which undertaking is incorporated herein as set forth in the terms below:

Translation Request - Solicitud de traduccion:

☐ **Check this box (Marque esta casilla)** If Indemnitor or Defendant requires Agreement to be read to them or if Producer or Third Party has translated this document for signer. If checked, Producer must complete a separate Translation Affidavit pursuant to C.R.S. 10-2-705; Bail Bond documents - requirements - rules (1)(VI)

Bail Bond Information (complete all available)

Defendant Name		Bail Bond Amount	
Power of Attorney Number	Bail Bond Premium	Filing Fees (court/jail)	
Court Name (if assigned)		Court Case No.	
Producer Name		Producer License No.	
Collateral Amount		Collateral Description	

NOW, THEREFORE, for valuable consideration of the execution by the Company of such Bail Bond(s) or undertaking, the undersigned do(es) agree and bind themselves, their legal representatives, successors and assigns, as follows:

- To aid and cooperate with Producer and the Surety to produce the Defendant physically each and every time required and in securing exoneration of any and all liability under said Bail Bond, including the revocation and surrender of the Defendant to the custody of the Court should the Producer or Surety deem such action necessary or advisable; even though such surrender may have been made before the Bail Bond is forfeited or any liability incurred thereon. Indemnitors waive any and all entitlement to prior notice of Bond revocation and the return of the Defendant to custody by Surety.
- TO INDEMNIFY and to at all times save harmless Producer and Surety from and against any and all liability, demands, expenses, attorney fees, debts, damages, judgments, or losses of every kind, character or nature the Producer or the Surety shall at any time or for any cause sustain, by reason of the execution or the arranging or obtaining the execution of the aforementioned Bail Bond, undertaking or renewal thereof. To pay to Producer or Surety immediately upon demand the penal amount of said Bail Bond whenever such payment is necessary for protection, upon any increase in hazard, which sum shall be retained and used by the Producer and Surety as security hereunder. TO PAY TO PRODUCER AND SURETY IMMEDIATELY UPON DECLARATION OF FORFEITURE OF SAID BAIL BOND THE PENAL AMOUNT AND NOT IN ANY WAY PREVENT PRODUCER OR SURETY FROM PROCEEDING TO CONVERT ANY NON-CASH SECURITY HELD TO CASH SUFFICIENT TO SATISFY THE BOND AMOUNT. In the event that any money owing pursuant to this agreement become more that 30 days past due indemnitor may become responsible for additional fees and/or interest in compliance with the Colorado "Uniform Consumer Credit Code", articles 1 to 9 of title 5, C.R.S."
- All collateral pledged to Surety by Indemnitor, is tendered as security to assure Surety that Defendant will comply with the all conditions of the Bond and that Surety will be held harmless from all loss or expense. All collateral shall be separately held by Surety (or its representative) without use, except as provided within this Agreement.
 - According to 3 CCR 702-1 Section 5 (Appendix B), Indemnitor is entitled to a signed Collateral Receipt if/when collateral is provided.
Indemnitor acknowledges that Producer provided them with a fully executed copy of the receipt which describes the collateral taken and its condition.
- The Surety and its Producer(s) may use collateral received from Defendant or Indemnitor pledged for aforementioned bail bonds to satisfy losses incurred as a result of said bonds as described herein, after the expiration of thirty (30) calendar days from the entry of bond forfeiture by the Court. Further uses of collateral include: a) The balance due on the premium commission or fee from the bail bond; b) Any actual costs incurred by the Producer as a result of issuing said bonds; and c) Actual costs and fees incurred for public storage of collateral pledged. If net collateral received is in excess of the bail forfeited and allowed expenses, such excess shall be returned to the Indemnitor, subject to unpaid premium charged hereinabove.
 - Upon a failure to appear by Defendant the Surety or Producer may incur costs related to the administration of the forfeiture, and surrender of the Defendant to the court. Indemnitor hereby agrees to reimburse 100% of the costs incurred by Surety, Producer, and/or any associates contracted by Surety or Producer, for the administration of the forfeiture, and surrender of the Defendant.

Initial

BAIL BOND CONTRACT / INDEMNITY AGREEMENT (continued)

5. Release of Collateral will be returned upon the receipt of a copy of the Court Order that results in a release of the bond(s) by the Court. Collateral will be returned within fourteen (14) calendar days. Trust Deeds upon real property collateral will be provided within thirty five (35) calendar days after receiving a certified discharge of bond or Court Order from the Indemnitor.
6. Indemnitor acknowledges that they **HAVE** ☐ **HAVE NOT** ☐ (**check appropriate box**) provided a Deed of Trust or other collateral as security to Producer and Surety for Promissory Note which secures bond obligations.
7. Defendant and Indemnitors hereby authorize Surety, Producer and authorized representatives to act on his/her behalf. Surety may, in its sole discretion, take steps necessary to obtain release from any and all liability created under said bond undertaking, including surrender of the Defendant, before, during or after forfeiture or payment. Surety shall have the further discretion to determine whether a bond forfeiture shall be paid, compromised, defended and have the sole decision if they will seek remission on any forfeiture judgments paid. These rights granted to Surety under this contract shall be in addition to any right Surety may have under separate agreements or applicable law.
8. This agreement supersedes any and all prior statements and representations, negotiations and understandings, whether verbal or written. Indemnitor acknowledges that this agreement shall not be subject to change or modification except in writing and signed by Surety. If any provision or provisions of this instrument are deemed void or unenforceable under the law of any jurisdiction governing its construction or enforcement, this Instrument shall not be void or vitiated thereby but shall be construed and enforced with the same effect as though such provision or provisions were omitted.
9. Each Indemnitor to this agreement shall be binding not only upon Indemnitor(s), jointly and severally, but as well upon their respective heirs, executors, administrators, successors and assigns. Surety has no duty to proceed against parties in any particular order. The failure of any one party to comply shall not be construed as a release to other parties who shall remain liable and bound by all provisions herein, regardless of: bond status, change in amount of bond liability, status of court proceedings in which Defendant must appear or change of Defendant's compliance to conditions set forth by the Court or under this agreement.
10. In making application for the hereinabove described Bail Bond we warrant all of the statements made as part of this bond transaction to be true and Indemnitor agrees to advise Producer or Surety of any change of Defendant's information (especially change of address and cellular phone number) within 48 hours after such change has occurred and agree that any failure to so notify shall be cause for the immediate surrender of the Defendant and in such event no premium shall be subject to return.
11. Should a premium refund be ordered by the Court after a bond is posted, the premium will be returned in the amount and within the time specified by the Court Order. If the bail bond is not posted within twenty four (24) hours as required by law, all monies paid must be returned within forty eight (48) hours after receipt of good funds.
12. When payments made to Producer for premium, incurred loss or expenses, by check or credit card, are returned for insufficient funds, stop pay or other impairments, Indemnitor shall be liable for all associated costs of collection, fees, damages and attorney fees arising from said transaction(s).
13. Surety IS NOT under any obligation to substitute or replace any bond collateral which was initially pledged by Indemnitor for the herein referenced bail bond transaction. Indemnitor acknowledges and agrees that Surety shall have the sole discretion to substitute collateral pledged for any bond.
14. Bond Revocation. In the event Indemnitor requests the revocation of a bond for which they've pledged indemnity, said request must be made in writing to the Producer and/or Surety. Indemnitor acknowledges and agrees that Surety is under no obligation to revoke the bond. Further, should the bond revocation be accepted by Surety, Indemnitor agrees to reimburse Surety and Producer for all fees and expenses associated with bond revocation, including obtaining a certified copy of the bail bond, apprehension of Defendant, motions filed to exonerate liability and related attorney fees.
15. The undersigned(s) agree that Surety may attach a location tracking device on any vehicle driven by you, at any time, without notice, and monitor 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 HAVE THE OPTION TO OPT-OUT OF LOCATION USE UPON SURRENDER, ACCEPTANCE AND EXONERATION BY COURT OF THE AFOREMENTIONED BAIL PERIOD; and (vii) all questions relating to location capability should be directed to Surety.
16. Failure for Surety to declare a breach of this agreement on a particular occasion when such action occurs, shall not be construed, interpreted or pleaded as either an express or implied waiver of the right to do so at a later date.
17. The undersigned(s) hereby authorize Surety (or their designated representative(s)) to perform a credit check and/or other inquiries into their personal financial history as a means of verifying eligibility to qualify for financing of bond premium.
18. This agreement shall be construed and interpreted in accordance with Colorado law.
19. Indemnitor/Defendant Privacy Waiver. I/We hereby authorize all current and previous employers, labor unions, landlords, neighbors, cohabitants, merchants, credit reporting vendors, financial institutions, mortgage/title brokers, private investigators, computer or credit card companies, physicians, hospitals, clinics, schools, universities, churches, utility or phone companies (including cellular phone carriers) governmental, employment, military and motor vehicle agencies, law enforcement and judicial agencies, courts, detention facilities at the Federal, State, County/Parish, City or Township levels and any other persons or organizations having information, documents, or photographs concerning me/our and/or my immediate family and friends, property owned, medical, arrest, conviction or detention records. To release information about me/our and/or my immediate family to Universal Fire & Casualty Insurance Company and its representatives and assigns. I/WE hereby give specific permission for release of information, documents, location images or photographs contained in N.C.I.C, C.C.H., D.M.V. and other technology provider's records. By my/our signature(s) below, I/We hereby waive my/our rights under the Privacy Act and authorize the use of copies of this document by Universal Fire & Casualty Insurance Company, its representatives and assigns.

For good and valuable consideration, the undersigned principal hereby agrees to indemnify and hold harmless, the Surety or its Surety Agent for all losses not otherwise prohibited by law, or rules of the Department of Regulatory Affairs

X _____	_____	_____
Indemnitor Signature	Date	Cell Phone No.
X _____	_____	_____
Indemnitor Signature	Date	Cell Phone No.
X _____	_____	_____
Producer Signature	Date	