

# Montana Indemnitor/Guarantor Checklist

Defendant: _____	Premium Amount: _____	Agent: _____
Jail: _____	Amount Paid: _____	Agency: _____
Bond #(s): _____	Unpaid Balance: _____	Phone: _____
Bond Amount: _____	Cash Collateral: _____	License #: _____

*Initial Each*

- \_\_\_ 1. I have read and received a copy of the Indemnity Agreement for Surety Bail Bond and understand that it is the controlling document.
- \_\_\_ 2. This checklist is intended to clarify and further explain your obligations under the 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 Indemnity Agreement.
- \_\_\_ 3. I understand I am responsible to make the payments for all monies and sums due to Surety or Producer as described in the Indemnity Agreement.
- \_\_\_ 4. I understand I am responsible for paying the full amount of the bond posted including any interest and costs as ordered by the court if the defendant does not appear in court for every appearance and any other time ordered by the court until the defendant is sentenced or the case is dismissed by the court.
- \_\_\_ 5. A forfeiture of the bail is entered by the court if the defendant fails to make any court appearance. I understand that if the bond is ordered forfeited and it is not ordered reinstated or exonerated that I must pay the full amount of the bail forfeited to the bail agency.
- \_\_\_ 6. I understand that if it becomes necessary to arrest and surrender the defendant that I am responsible for paying for the cost of the investigation, location and apprehension time. This is billed at a rate of \_\_\_\_\_ per hour per investigator plus expenses or \_\_\_\_\_ percent of bond, whichever is greater.

Investigation costs will begin to accrue after a court forfeiture or when any co-signor requests the defendant be placed back in custody or when any condition exists as defined in the Indemnity Agreement. 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 then there will be no investigation costs charged. Reasonable court costs, as described in number Eight (8) of this checklist will be charged if applicable and a receipt will be provided.

- \_\_\_ 7. I understand that if the bail is ordered forfeited by the court that I am responsible to pay actual, reasonable and necessary court costs and appearance fees for the bail agency to reinstate or exonerate the bail including legal fees (a minimum of \_\_\_\_\_) incurred in making application to a court for an order to vacate or to set aside the order of forfeiture or Summary Judgment or any other relief sought.
- \_\_\_ 8. I understand that if I breach the Indemnity Agreement by non-payment or any other action as defined by the Agreement, I am responsible for any collection actions taken, including attorney fees and costs. Attorney's fees are a minimum of \_\_\_\_\_ per hour. If any collection action needs to be taken, a minimum \_\_\_\_\_ fee will be charged.
- \_\_\_ 9. I understand that collateral securing the bail cannot be released until all bonds posted for the defendant have been exonerated and written notice from the court is provided to the bail agency. I understand that the collateral deposited may be used as defined in the Indemnity Agreement as payment or reimbursement for any liability, demands, damages, judgments, interest, attorney's fees and costs suffered, sustained, made or incurred by the bail agency or surety as a result of executing the bail bond(s).
- \_\_\_ 10. 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.
- \_\_\_ 11. The process of returning the collateral may be delayed if the bail agency has to research and verify with the court the status of the case. The process will be faster if I provide written verification from the court of the bond(s) exonerated. As described in the Indemnity Agreement, all monies or charges due will be deducted from collateral before returned.
- \_\_\_ 12. I understand that the collateral shall be returned to the person whose name appears as the Depositor on the Collateral Receipt or that person's legal assignee.
- \_\_\_ 13. I declare that all statements made on the application and the financial statement are true. I further 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 myself or the criminal defendant.
- \_\_\_ 14. I understand that my obligations under the Indemnity Agreement are joint and several. This means that I may be held solely and individually liable for up to the full amount owed for any and all charges, even if there are other cosigners on the agreement.
- \_\_\_ 15. 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 \_\_\_\_\_ County in the State of Montana.

**I have read and agree with the above declarations and understand my responsibilities and obligations as Indemnitor/Guarantor.**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date