

SURETY BAIL BOND AGREEMENT

This Surety Bail Bond Agreement (the "Agreement") is made this _____ day of _____, 20____, by and between each of the undersigned (collectively, "Indemnitor(s)") and Callif Bonding, LLC, an Ohio limited liability company ("Agent"), and in consideration of Agent's execution of this Agreement, the Indemnitor(s) agree to the following terms and conditions:

1. The Indemnitor(s) hereby apply to Agent for the execution by the Alleghany Casualty Company, 26560 Agoura Road, Suite 100, Calabasas CA 91302 ("Surety"), and or its designee, for the surety/cash bail bond undertaking described herein (the "Bail Bond") in the penal amount of \$ _____ (the "Bond Amount") for and on behalf of _____ ("Defendant").

2. The Indemnitor(s) shall pay a premium in the amount of \$ _____ (the "Premium") for this Bail Bond, which is fully earned upon release of Principal and NOT REFUNDABLE by Surety or Agent. The fact that the Defendant may have been improperly arrested, bail amount reduced, or his/her case dismissed shall not obligate the return of any portion of the Premium.

3. The Indemnitor(s) shall reimburse Surety and Agent for actual expenses incurred by Surety or Agents in connection with arranging and/or execution of this Bail Bond, whether or not Defendant refuses to be released after arrangements have been initiated by Agent.

4. The Indemnitor(s) shall reimburse Surety and Agent for all actual expenses and cost incurred and caused by the breach of the Defendant of any of the terms for which this Bail Bond was written, including but not limited to all liabilities as a result of searching for, recapturing, or returning Defendant to custody, reasonable and customary travel expenses, wages, and legal expenses incurred by Agent or Surety in making application to a court for an order to vacate or to set aside any order of forfeiture of summary judgment entered thereon.

5. The Indemnitor(s) shall pay to Agent or Surety as collateral on demand, additional monies up to the full Bond Amount whenever Agent or Surety deems such payment necessary, in their sole discretion, to protect Agent or Surety as a result of judicial action, an increase in bail, or as a result of any information concealed or misrepresented by any of the Indemnitor(s) on the Application for Bail Bond, or any representation contained in this Agreement, as well as the occurrence of any of the following:

- (a) If Defendant shall depart the jurisdiction of the court without the written consent of the court AND Agent;
- (b) If Defendant shall move to a new address without notifying Agent;
- (c) If Defendant shall commit any act which shall constitute reasonable evidence of principal's intention to cause a forfeiture of bond;

6. The Indemnitor(s) shall reimburse Surety and Agent the full Bond Amount in the event the Bond Amount is ordered forfeited by the Court.

7. The Indemnitor(s) shall reimburse Surety and Agent for any money held by the Court for court costs, fines or any other reason as a result of the court case(s) for which the Bond Amount has been posted.

8. Any cash deposited by any person with Agent for collateral purposes shall not earn any interest throughout the life of such deposit. Cash collateral deposited with Agent shall be returned to the depositor upon discharge of the above bond and upon satisfaction of all the conditions set forth in this Agreement.

9. As an inducement for Agent to enter into this Agreement, each of the undersigned warrant that all statements contained in the Application for Bail Bond are true and accurate, and further shall notify Agent of any change, including but not limited to a change of address, telephone number, employment of either the Defendant or Indemnitor(s), or any other material change in circumstances within forty-eight (48) hours after knowledge of such change, and the Indemnitor(s) agree that any failure to so notify Agent shall be reasonable cause for the immediate surrender of the Principal.

10. The obligations of each of the undersigned Defendant and Indemnitor(s) are joint and several. Any amount due to Agent or Surety hereunder shall bear interest at the maximum amount of interest allowed by law. Agent nor Surety shall not be first obligated to proceed against Defendant or any Indemnitor(s) before making a claim or enforcing any remedies against any other of the Indemnitor(s). The obligations of Indemnitor(s) pursuant to this Agreement shall be binding on the heirs, executors, administrators, successors or assigns of the Indemnitors.

11. The Indemnitor(s) will at all times indemnify and keep indemnified Agent and Surety and hold Agent and Surety harmless from and against all claims, demands, liabilities, costs, charges, legal fees, disbursements and expenses of every kind and nature, which the Agent or Surety shall at any time sustain or incur, and as well from all orders, decrees, judgments and adjudications against Agent or Surety by reason or in consequence of having executed this Agreement or undertaking on behalf of and/or at the insistence of any of the Indemnitor(s) and will pay over and reimburse to Agent or Surety, their successors and assigns, all sums and amounts of money required to meet every claim, demand, liability, costs, expenses, suit, order, decree, payment, and/or adjudication against Agent or Surety arising out of undertakings on behalf of the Indemnitor(s) pursuant to this Agreement.

12. Each of the undersigned Indemnitor(s) authorizes any person, agency, partnership, or corporation having any information concerning the character, credit, and financial reputation of the Indemnitor(s) to release such information to Agent or Surety, including but not limited to credit reports, bank account numbers, and background investigations. Such information is to be used to secure the Defendant's appearance in court, or apprehension in the event of a forfeiture of bond ordered by a court, as well as to collect any outstanding balance owed to Agent by Indemnitor(s). Indemnitor(s) hereby release any such person, agency partnership or corporation from any liability which may be incurred in releasing such information to Agent or Surety, including but not limited to Federal, State, or local laws.

13. If any provision or provisions of this Agreement are deemed unenforceable or void pursuant to any Court or Law of State of Ohio, this Agreement shall not be void and shall be construed and enforced with the same effect as though such unenforceable provision were omitted.

14. Each of the undersigned Indemnitor(s) represents that they have read this Agreement and acknowledge receipt of a copy hereof; that each is willing and able to act in accordance with the terms of this Agreement;

IN WITNESS WHEREOF, the Indemnitor(s) have executed this Agreement on the dates set forth below.

DEFENDANT & INDEMNITOR:

Signature _____ Date _____

INDEMNITOR:

Signature _____ Date _____

INDEMNITOR:

Signature _____ Date _____