



# DAVID STERN BAIL BONDS INDEMNITOR AGREEMENT

I, THE JOINTLY UNDERSIGNED, understand I am indemnifying Defendant for the entirety of his/her case and/or the full duration of this agency's liability on Defendant's bonds, which shall be terminated only when all bonds are discharged by the Clerk of Courts.<sup>1</sup> I realize that once Defendant is released, all indemnity terms and conditions are legally binding.

As Indemnitor, I accept financial responsibility for any and all costs related to Defendant's bond(s), including *but not limited* to the following fees:

**I. Fugitive Recovery**

- 1) Paying for **all fees** relating to all retrieval attempts, transportation and surrender of Defendant should he/she not go to court. The cost is typically between 10% up to 30% of the total bond amount, depending on Defendant's location. (Does not include reimbursable expenses, minimum fee is \$200.00.)
- 2) Paying the **full amount** of a bond if Defendant NOT apprehended and surrendered by either law enforcement or David Stern Bail Bonds before the bond goes to judgement.
- 3) Paying a Surrender Slip Fee if Defendant is rearrested or requires jail release on additional bonds not posted by this agency. (Cost is \$75.00 per bond surrendered by our agency.)

**II. Legal Motions**

- 1) Paying for all motions, affidavits, or other legal documents filed on Defendant's behalf by David Stern Bail Bonds and/or its attorneys.
- 2) There is a minimum fee of \$200.00 per legal item; however, this amount may vary depending on the motion type and the jurisdiction in which it was filed.

**III. Collections Fees:** Paying for all collections' fees on unpaid balances or delinquent accounts sent to an outside debt collector or collections agency. (This fee is typically 30% of amount owed; does not include any legal fees or attorney costs incurred by David Stern Bail Bonds in an attempt to receive payment.)

**IV. Voluntary Bond Revocation**

- 1) Should I wish to no longer be liable for Defendant and his/her bond(s) and request his/her bond(s) be voluntarily revoked, all costs and expenses incurred by David Stern Bail Bonds to pick him/her up and return to custody are my responsibility.
- 2) I understand that even if I have already paid a retainer fee [to have him/her picked up], I remain fully liable for Defendant *until he/she is successfully apprehended and is back in jail.*
- 3) Does not include base retainer fee of \$250.00, which is to be paid to David Stern Bail Bonds upon submission of signed bond revocation paperwork.

**V. Forfeited Collateral:** I acknowledge any collateral deposited is forfeited if Defendant misses court, and these fees shall be deducted from said collateral. Should the collateral amount held by David Stern Bail Bonds be insufficient to cover bond expenses thereby resulting in an outstanding balance on this account, *I am responsible for the balance due upon demand.*

**I understand these Indemnitor stipulations and agree to abide by them.**

Indemnitor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Defendant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Agent's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> NOTE: If client account has an outstanding balance for any reason when case closes, Indemnitor(s) **remains** responsible for this balance regardless of the case status.