

**Custom Bail Bonds LLC  
Indemnitor Application and Contract**

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

**PROMISSORY NOTE**

Bond Amount \_\_\_\_\_ in the \_\_\_\_\_ Court of \_\_\_\_\_, Virginia  
On demand after date, for value received \_\_\_\_\_, promise to pay to the order of Custom Bail Bonds LLC, or Assigns the amount of all criminal bail bonds posted on behalf of the Defendant \_\_\_\_\_ to include any and all expenses that may be required to reinstate or exonerate the bond(s) as necessary at any time a court date is missed and/or bond is ordered forfeited, with interest thereon at the legal rate of eighteen percent (18%) per annum from call date until fully paid. Interest is payable semi annually. The maker and endorser of this note further agree to waive demand, notice of non-payment and protest, and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable fees for making such collection. Deferred interest payments to bear interest from maturity at eighteen percent (18%) per annum, payable semi annually. It is further agreed and specifically understood that this note shall become null and void in the event the said Defendant shall appear in the proper court at the time or times so directed by the judge or judges of competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf of the defendant have been fulfilled and the Surety discharged of all liability there under, otherwise to remain in full force and effect.

Indemnitor  \_\_\_\_\_ Date \_\_\_\_\_ Witness \_\_\_\_\_ Date \_\_\_\_\_

I understand that I am required to pay the bond premium every year, in advance hereafter, until the surety is legally discharged from all liability on the bonds posted. \_\_\_\_\_

I understand that a finance fee of 10% may be added to payment plans. \_\_\_\_\_

The court will enter a forfeiture of the bond if the defendant fails to make any court appearance. I understand that if the bond is ordered forfeited and is not ordered reinstated, or exonerated within the time allowed by law, that I must pay the full amount of the bond forfeited plus expenses to the bond agent/agency. \_\_\_\_\_

I understand that I am responsible if it becomes necessary to arrest and surrender the defendant and that I am responsible for paying all costs incurred for locating, apprehending, transporting and surrendering the defendant to custody. Investigation costs will begin to accrue when the bail agent/agency is served with a show cause summons by the court, custody or when any condition exists that is addressed by the bail bond agreement. If no investigation costs have been incurred prior to a voluntary surrender of defendant at the jail facility or court specified on the bail receipt there will be no investigation fees charged. \_\_\_\_\_

I understand that if the bond is ordered forfeited by the court, that I am responsible to pay court costs and reasonable appearance and attorney's fees for the bail agent to reinstate or exonerate the bond as necessary. \_\_\_\_\_

I understand that if I breach the bond agreement, by non-payment or any other action as defined by the bond agreement, I am responsible for any collection actions taken including attorney's fees and costs. \_\_\_\_\_

I understand that it is my responsibility to request the return of any collateral pledged. There is a standard waiting period between case completion and return of collateral. This period provides for possible appeals and proper verification of exonerated of said bond. \_\_\_\_\_

I declare that all statements made on the application and financial statements are true. I agree to notify the bond agent/agency, within 48 hours of any changes, including but not limited to any change of address, or employment of either the criminal defendant or myself. \_\_\_\_\_

I understand the obligations under this agreement are joint and several. This means that I may be held solely and individually liable for the full amount owed and any and all charges, even if there are other indemnitors on this agreement. \_\_\_\_\_

I understand that I am responsible for the criminal defendant to perform telephone check-ins on \_\_\_\_\_ by calling the agency at **(804) 777-9016** from the home telephone number provided on the bail bond application. \_\_\_\_\_

Pursuant to Section 38.2-1812.2 of the Code of Virginia, this Agency may charge administrative fees. Our fee schedule is as follows:

✓ Special Mailings	10.00 plus costs
✓ Court Appearances	200.00 per appearance
✓ Record Research	50.00 per hour
✓ Copies/Forms Mailed/Faxed	10.00 plus costs
✓ Recovery Fees(apprehension only)	20% of Bond plus expenses (350.00 Min.)
✓ Replace Indemnitor	200.00
✓ Returned Check	75.00
✓ Bail Bond Admin Fee	25.00-50.00
✓ Discharge of Liability/Bail Piece Service	250.00 plus expenses
✓ Investigative/Attorney	100.00 per Hour
✓ Credit Finance	18% APR

Administrative fees will only be charged when a listed service is required. Fees may be changed with a 30-day notice to the indemnitor at the stated address on the account. The fees are applicable for the life of any bond written. The Agent is entitled to receive a commission from the indemnitor for the negotiating, writing, or affecting the bond issued. \_\_\_\_\_

**I HAVE READ, UNDERSTAND AND FULLY AGREE WITH THE ABOVE TERMS. I ALSO ACKNOWLEDGE RECIEPT OF A COPY OF THIS DOCUMENT.**

Signature  \_\_\_\_\_ Name \_\_\_\_\_

SS# \_\_\_\_\_ DL# \_\_\_\_\_ DOB \_\_\_\_/\_\_\_\_/\_\_\_\_

Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Home Phone \_\_\_\_\_ Cellular \_\_\_\_\_ E-mail \_\_\_\_\_

Employer \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_ EXT. \_\_\_\_\_ Supervisor \_\_\_\_\_

Time at Employer \_\_\_\_\_ Position \_\_\_\_\_ Salary \_\_\_\_\_

Residence (Check One) OWN RENT LEASE OTHER(Explain) \_\_\_\_\_

Landlord/Mortgage Lender \_\_\_\_\_

Appraised Value \_\_\_\_\_ Amount Owed \_\_\_\_\_ Monthly Payment \_\_\_\_\_

Vehicle Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_ Tag# \_\_\_\_\_

Lien holder \_\_\_\_\_ Amount Owed \_\_\_\_\_ Ins. Company \_\_\_\_\_

Bank (Checking) \_\_\_\_\_ Bank (Savings) \_\_\_\_\_

Credit Cards/Investments/Assets \_\_\_\_\_

**References:**

Name \_\_\_\_\_ Phone \_\_\_\_\_ Relationship \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_ Relationship \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_ Relationship \_\_\_\_\_