

UTAH

DISCLOSURE FORM

R590-196-6

Company Name _____
Address _____
Telephone # _____

Financial Casualty & Surety, Inc.
P.O. Box 4479
Houston, Texas 77210-4479
877-737-2245 FAX 713-351-8401

Defendant _____
Court _____
Bond amount \$ _____

Co-Signer _____
Charge _____
Bond number _____

Initial Fees, non-refundable

Bond premium, maximum: no more than 20%; minimum: not less than 10%	\$ _____
Document preparation, not to exceed \$20 per set of bond forms	\$ _____
Credit card fee, not to exceed 5% of amount charged to credit card	\$ _____
TOTAL initial fees	\$ _____

Additional Fees

(1) Limited to actual and reasonable expenses required because the defendant fails to appear before the court at any designated times, or fails to comply with the court order, or fails to comply with the terms of the bail bond agreement or any promissory notes pertaining to that agreement. The following are some reasonable expense fees:

- (i) reasonable expense fee for mileage is IRS mileage reimbursement standard for business miles;
- (ii) reasonable apprehension expense fees include meals at mid-range restaurants, lodging at mid-range hotels, transportation at no more than coach fares; and
- (iii) reasonable collateral expense fees: actual expenses to obtain collateral and, actual storage expenses, if collateral is in a secured storage area.

(2) A late payment fee of \$20 or 5% of the delinquent periodic payment whichever is less.

(3) If a fee is charged by the court or the jail to process a bail bond, the actual fee charged may be passed through to the defendant or the co-signer.

Grounds for revocation of bond --- Should the defendant violate any of the following, the defendant shall be subject to immediate bond revocation and the defendant, or the co-signer, or both, shall be subject to all the costs incurred to return the defendant to the court. Grounds for revocation include the following:

- (a) the defendant or co-signer providing materially false information on bail bond application;
- (b) the court's increasing the amount of bail beyond sound underwriting criteria employed by the bail bond agent or bail bond surety;
- (c) a material and detrimental change in the collateral posted by the defendant or one acting on defendant's behalf;
- (d) the defendant changes their address or telephone number or employer without giving reasonable notice to the bail bond agent or bail bond surety;

- (e) the defendant is arrested for another crime, other than a minor traffic violation, while on bail;
 - (f) the defendant is back in jail in any jurisdiction and revocations can be served prior to the defendant being released;
 - (g) failure by the defendant to appear in court at any appointed times;
 - (h) finding of guilt against the defendant by a court of competent jurisdiction;
 - (i) a request by the co-signer based on reasons (a) through (h) above.
- Items (a) through (h) pertain to the defendant; items (a), (c), (e) (g) and (i) pertain to co-signers, if any.

Collateral

The following has been given as collateral to guarantee all court appearances of the defendant until the bond is exonerated: _____

The following has been given as collateral to guarantee payment of bond fees: _____

In the event judgment is entered against the surety or the bonding fee is not paid according to the terms of the bail bond agreement and its promissory note, if any, following written notice to the undersigned of such judgment or non-payment, the undersigned authorize _____ Bail Bonds to convert the appropriate collateral to collect the judgment or the unpaid bond fees. Should proceeds from the sale of the appropriate collateral be insufficient to cover the outstanding balance due, the defendant, the co-signer, or both, agree to be personally liable for the difference. Should proceeds from the sale exceed the outstanding balance, the difference will be returned to the depositor of the collateral. The depositor's signature below constitutes acknowledgment of a Bill of Sale for the collateral. The depositor accepts this agreement as a bill of sale for the collateral.

By signing below I certify that I have read and understand this disclosure form, the bail bond agreement and its attached promissory note, if any. I certify under penalty of perjury that all information given to XYZ Bail Bonds verbally and in writing on all documents relevant to this bond are true and accurate. The co-signer agrees that should the co-signer request XYZ Bail Bonds to revoke the defendant's bond, with or without probable cause, the co-signer will be responsible to pay XYZ Bail Bonds and their agents for the time returning the defendant to jail at the rates stated above in additional fees. If requested by the co-signer to revoke the bond without probable cause, the co-signer will be responsible to reimburse the defendant his bond fees.

Date _____	Defendant _____
Date _____	Co-signer _____
Date _____	Depositor _____

I, _____, agent of _____ Bail Bonds, certify that I have given a copy of all documents pertaining to this bail bond agreement to the defendant, the co-signer, the depositor, or any of the above, at the time and date said bail bond agreement was executed.

Date _____ Bail Bond Agent _____