

UTAH
BAIL BOND DISCLOSURE FORM

Surety:
Lexington National Insurance Corporation
P.O. Box 6098
Lutherville, Maryland 21094
Phone: (888) 888-2245
E-mail: info@lexingtonnational.com

Bail Producer: [stamp must include name, mailing address, e-mail address, phone # and license #]

Defendant _____ Indemnitor _____
Court _____ Charge _____
Bond amount \$ _____ Bond number(s) _____

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. \$ _____

Travel fee to post bond based on roundtrip mileage at the IRS standard rate for business. \$ _____

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 indemnitor.

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 indemnitor, 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 indemnitor 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 at any appointed times;
- (h) finding of guilt against the defendant by a court of competent jurisdiction;
- (i) a request by the indemnitor based on reasons (a) through (h) above. Items (a) through (h) pertain to the defendant; items (a), (c), (e) (g) and (i) pertain to indemnitors, 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 the Bail Producer named above 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 indemnitor, 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 the Bail Producer named above verbally and in writing on all documents relevant to this bond are true and accurate. The indemnitor agrees that should the indemnitor request the Bail Producer named above to revoke the defendant's bond, with or without probable cause, the indemnitor will be responsible to pay the Bail Producer named above and their agents for the time returning the defendant to jail at the rates stated above in additional fees. If requested by the indemnitor to revoke the bond without probable cause, the indemnitor will be responsible to reimburse the defendant his bond fees.

Date _____ Defendant _____

Date _____ Indemnitor _____

Date _____ Depositor _____

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

Date _____ Bail Bond Agent _____