

# BAIL BOND STATEMENT OF RIGHTS

## What is bail and how does it work?

When a defendant (the “principal” or “arrestee”) is held before trial, the court may release them under conditions known as “bail.” Bail usually includes a payment to the court, which is typically given back at the end of the case if the defendant follows court orders. If the defendant (or their friends or family can’t afford the full payment, they can use what is known as a “bail bond.” There are several types of bail bonds, such as insurance company bonds, where a defendant’s friends or family sign a contract with a licensed bail agent who will pay for them. These contracts are usually called “indemnity agreements” or “bail agreements,” and the friends or family that sign them are called “indemnitors.”

Bail agents will charge a fee, or “premium,” for the bond, and may also ask for collateral, something valuable that the bail agent keeps while the defendant is out on bail to make sure the defendant follows court orders. The maximum premium is set by law and is generally non-refundable. Collateral should be reasonable, such as 10% of the bond value. Once the bail agreement is finalized, the bail bond is sent to the court for approval and the defendant is released.

## KNOW YOUR RIGHTS

### You have the right to receive the following information in writing:

- the bail agent’s full legal name (including the name of any sublicensee), contact information, and New York State Department of Financial Services license number.
- the insurer’s full legal name, contact information, and National Association of Insurance Commissioners number.
- if applicable, the charitable bail organization’s full legal name, contact information, and New York State Department of Financial Services certificate number.
- the nature and amount of the premium and collateral required for a bail bond.
- any and all restrictions placed on the defendant as a condition of the bail.
- any circumstance under which the bail agent would surrender the defendant other than forfeiture, (when the defendant doesn’t return to court) or exoneration (when the court releases the bond).

### You also have the right to:

- your own copy of any document or contract that you sign and all other documents and paperwork relating to the terms and conditions of the bail at the time of signing.
- detailed and signed receipts listing all premiums and collateral, one when you pay the bail agent and give them collateral and a second when the bail agent returns any money or collateral to you.
- have the defendant be released promptly once the bail agreement is signed.
- have the full amount of the premium refunded within 14 days of the bail agent receiving notice if the defendant is not released from custody, or if the defendant is released on recognizance or without any monetary bail requirement. (If there is more than one indemnitor, each indemnitor will be refunded the amount they paid.)
- get your full pledged collateral back, unless there is a forfeiture.
- have your collateral returned promptly when there is an exoneration.
- pay only the premium allowed by law — you cannot be asked to more than the legal premium.
- to file a complaint against a bail agent, insurer, or charitable bail organization with the New York State Department of Financial Services.

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## Maximum Premium Allowed

New York laws limit how much a bail agent may charge for a bail bond. This calculator can help you figure out how much you can be charged based on the amount of the bond.

If the bail is...	The MAXIMUM AMOUNT a bail agent may charge is...
\$1 - \$199	A minimum premium of \$10 may be charged
\$200 - \$3,000	10% of the bond
\$3,001 - \$10,000	10% of the first \$3,000 + 8% of the amount between \$3,000 and \$10,000
\$10,001 or more	10% of the first \$3,000 + 8% of the amount between \$3,000 and \$10,000 + 6% of the amount above \$10,000

**Note: A bail agent may not charge any fees outside the premium except for the out-of-pocket costs for the apprehension and surrender of the defendant following a court-ordered warrant, the apprehension and surrender of the defendant following the documented request of the indemnitor, and the application for the remission of forfeiture. The maximum premium amount is separate from any collateral that may be required.**

**Indemnitors have the right to receive this information before or when signing the bail agreement, and should read these forms before signing any document. Defendants have the right to receive the information below within a reasonable period after being released from custody.**

**If you mostly spoke with the bail agent one of the following languages, you have the right to receive this document in that language: English, Spanish, Bengali, Chinese, Haitian Creole, Korean, Russian.**

## Acknowledgement of Receipt

**Bail agent must obtain the indemnitor's and defendant's signatures below:**

<b>Indemnitor's Signature</b>	<b>Date</b>
<b>Defendant's Signature</b>	<b>Date</b>

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## Important Terms to Know

**Bail Agent:** The bail agent is the person that interacts directly with a defendant or indemnitor to post bail. Bail agents do not work for the court, and any bail agents operating in New York must be licensed with the New York State Department of Financial Services.

**Charitable Bail Organization:** A charitable bail organization is a non-profit organization under New York law that can pay for a defendant's bail in cash through a bail agent.

**Collateral:** Collateral is something — cash, property, the deed to a home, or something else with value — that the indemnitor or defendant gives or “pledges” to a bail agent to keep while the defendant is out on bail. This may be in addition to any premium—or “fee”—paid. The collateral should be reasonable, such as 10% of the bond amount. If the defendant does not return to court or follow court orders and the bail bond is forfeited, the bail agent may keep the collateral.

**Exoneration:** Exoneration is when the court releases the insurer from its obligation on a bond. The court will provide exoneration paperwork, often called a “disposition,” which says that the bail was exonerated. This should be given to the bail agent, who must return collateral within 45 days.

**Forfeiture:** Forfeiture is when the defendant misses a court date or violates a court order and the court orders that the bail bond must be paid.

**Indemnitor:** The indemnitor, sometimes called the co-signer, is the person (or people) who pays the bail agent or pledges collateral. The indemnitor is often the defendant's friend or family member.

**Indemnity Agreement or Bail Agreement:** This is the contract with the bail agent to provide bail.

**Insurer:** The insurer is the company that works with the bail agent to issue the bond. All insurers doing bail bond business in New York must be licensed with the New York State Department of Financial Services.

**Principal:** The principal is the person being held by a court and is otherwise known as the defendant or arrestee.

**Premium:** The premium is a fee charged for a bail bond. The maximum premium is set by law.

**Surrender:** Surrender occurs when the bail agent returns the defendant to the court's custody.