

## Bail Receipt 2: Premium & Collateral Returned

Receipt Number: \_\_\_\_\_

By law, a bail agent must give you this numbered receipt when the bail agent returns premium or collateral to you. The receipt number should match the receipt the bail agent gave you when you paid the premium and collateral.

By law, a bail agent also must have given you a copy of your **Bail Bond Statement of Rights** before you signed a contract, paid a premium, or provided any collateral. If you did not receive a Statement of Rights, please file a complaint with the New York State Department of Financial Services.

The bail agent must give you a copy of any signed document, including a contract, to keep.

You should review each section below with the bail agent, checking the boxes on each line as you go.

<b>Today's Date:</b>		
<b>Bail Agent's Information</b>		
	Bail Agent's Name (legal & operating name)	
	Bail Agent's NY License No.	
	Bail Agent's Mailing Address	
	Bail Agent's Phone Number	
	Bail Agent's Email Address	

<b>Insurer's Information</b>		
	Insurer's Name (legal & operating name)	
	Insurer's NAIC Number	
	Insurer's Mailing Address	
	Insurer's Phone Number	
	Insurer's Email Address	

<b>Defendant's Information</b> (also known as the "principal")		
	Defendant's Name	
	Defendant's Mailing Address	
	Defendant's Phone Number	
	Defendant's Email Address	

<b>Indemnitor's Information</b> (the person paying the bail premium or pledging collateral)		
The bail agent must give a copy of this <b>Bail Receipt</b> to each indemnitor upon returning any premium or collateral. If there is more than one indemnitor, each should receive this <b>Bail Receipt</b> .		
	Indemnitor's Name	
	Indemnitor's Mailing Address	
	Indemnitor's Phone Number	
	Indemnitor's Email Address	

Receipt Number:

<b>Bond Amount, Premium, and Collateral</b> (to be completed upon return of premium and collateral)			
<b>Bond Amount</b>			
Amount of Bail Bond	\$		
Restrictions as Condition of Bail			
Conditions Under Which Bail Agent Would Surrender Defendant (other than forfeiture or exoneration)			
<b>Premium</b>			
Premium Charged	\$	Premium Collected	\$
Premium Returned (If Applicable)	\$		
Premiums cannot total more than the maximum allowed by law. Premium is not usually refundable. You do have the right to a full refund, within 14 days of providing notice to the bail agent, of all of the premium you paid if the defendant is not released from custody or is released on his or her own recognizance or other non-cash terms.			
<b>Collateral</b>			
Collateral Required (Amount and Description):			
Collateral Collected (Amount and Description):			
Collateral Returned (Amount and Description):			
If the court releases the insurer's obligation on the bond (called "exoneration") at the end of the case or while the case is still open, the court will provide paperwork often called a "disposition," which says that the bail was exonerated. You can take the exoneration to the bail agent. The bail agent must then give you the collateral back within 45 days.			

<b>Acknowledgement of Receipt</b> (to be signed and dated upon collecting the premium or collateral)			
Bail agent must obtain the indemnitor's signature on this form.			
Indemnitor Signature		Date	
Bail Agent Signature		Date	

Bail agent must keep copies of this signed receipt for at least six years from the date of exoneration or final order of forfeiture.

To file a complaint against a bail agent or insurer or to report an unlicensed bail agent, or a bail agent charging illegal fees or failing to return or refund collateral, contact the New York State Department of Financial Services (DFS) at (800) 342-3736 or [www.dfs.ny.gov](http://www.dfs.ny.gov).