

PROMISSORY NOTE For Bail Bond Premium Due

**Robinson Bonding
3842 Leeds Ave.
North Charleston SC 29405**

_____, 20_____, South Carolina
[Date] [City]

Defendant: _____

Beginning balance: \$ _____

Monthly Payment: \$ _____
Due each _____ day of the month. Beginning on _____

OR

Weekly or Bi-weekly Payment: _____
First payment due _____

The Surety bondsman shall identify who is paying the premium and shall represent that the collateral security or other indemnity has not been obtained from any person who has a greater interest in the principal's disappearance than appearance for trial.

Indemnitor: _____
Address: _____
Phone _____
Email _____

Indemnitor _____
Address _____
Phone _____
Email _____

1. Indemnitor's Promise to Pay. In return for a Bail bond payment plan for defendant _____, the indemnitor(s) promise to pay the total balance shown above. Payments can be made via **cash, check, credit card, money order**, or through an approved (by Surety Bondsman) **money transfer app**.

2. Payments. Monthly/weekly payments will be paid in the agreed upon amount shown above. Monthly/weekly payments will be due beginning on the agreed upon date shown above, and I as the indemnitor(s) understand that payments must be made every month/week until the total balance is paid in full. I also understand that each payment received will be applied to the total outstanding balance.

This payment agreement may not be altered and must not exceed eighteen months from the date of the bond execution.

3. Indemnitor's Right to Prepay. Indemnitor(s) have the right to make payments of principal at any time before the due date. Paying the balance off prior to the due date is acceptable and there are no (prepayment) penalties for doing so.

4. Indemnitor's Failure to Pay as Required.

(A) **Default.** Indemnitor(s) who fail to pay the agreed upon amount by the due date, will be in default. (B) **Notice of Default.** If payment has not been made for two consecutive months, the Surety bondsman will send a certified notice to the last known address of the principal and indemnitor, demanding payment be made within **ten days** to bring the agreement current.

If no payment is received by the end of the notice period, the bondsman must surrender the principal to the proper detention facility for holding and file a motion to be relieved as provided in Section 38-53-50(A) or (B), at which time the agreement must be accelerated, and the balance paid in full, before or at the motion hearing for the principal to be rereleased on bond.

(C) **Payment of Note Holder's Costs and Expenses.** If immediate payment is due in full (described above), the Surety bondsman will have the right to be reimbursed by the indemnitor(s) for the costs and expenses in enforcing this agreement to the extent not prohibited by applicable law.

5. Giving of Notices. Unless applicable law requires a different method, any notice that must be given under this Note will be delivered by first class mail to the indemnitor(s) at the address shown above or a different address if the Surety bondsman is given an alternate address. Any notice that must be given to the Surety bondsman under this Note will be given in person or by first class mail to the Surety Bondsman's business address.

6. Obligations of Indemnitor(s) under this Note. Indemnitors are obligated to keep all promises made in this note, including paying the entire balance in full within 18 months, or before, unless this note goes into default. If this note goes into default, the Surety bondsman may enforce the rights under this Note against each person individually or together as a group.

_____ **Indemnitor** **Date:**

_____ **Indemnitor** **Date:**

_____ **Defendant** **Date:**

_____ **Surety Bondsman** **Date:**