

Bail in Hawaii

Presented by
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**The actual PDF files can be viewed or downloaded here:
<http://808bail.com/bail-in-hawaii.pdf>

Bail Defined.

§804-1 Bail defined. Bail, or the giving of bail, is the signing of the recognizance by the defendant and the defendant's surety or sureties, conditioned for the appearance of the defendant at the session of a court of competent jurisdiction to be named in the condition, and to abide by the judgment of the court.

http://www.capitol.hawaii.gov/hrscurrent/Vol14_Ch0701-0853/HRS0804/HRS_0804-0001.htm

Rule 46. BAIL; BOND.

(a) Bail.

The right to bail before conviction or upon review, the form and amount thereof, and the matters of justification of sureties, forfeiture of bail, and exoneration of obligors and sureties shall be as provided by law. (See Hawai'i Revised Statutes, Chapter 804.)

(b) Bond.

A party seeking release on bail by posting bond shall submit the bond in a form that substantially complies with Form J annexed to these rules. If a bail bond is secured by insurance, a copy of the bail agent's power of attorney shall be attached to the bond, and shall be supported by the affidavit or declaration of the bail agent authorized to furnish bail for compensation. The declaration or affidavit shall identify the insurer, provide the agent's and insurer's license numbers, attest the agent and the insurer are currently licensed and in good standing with the Insurance Commissioner of the State of Hawai'i, and attest the agent and the insurer are in compliance with Hawai'i law governing bail bonds.

(Amended April 20, 2011, effective July 1, 2011.)

http://www.courts.state.hi.us/docs/court_rules/rules/hrpp.htm#Rule%2046

Bail Agent Defined.

Bail Agent Defined. What is a bail agent? "Bail agent" means a licensed insurance producer under article 9A who is appointed by an authorized surety insurer, furnishes bail for compensation in any court in this State, and has the power of attorney to execute or countersign bail bonds in connection with judicial proceedings.

Bail Agent Defined –

http://www.capitol.hawaii.gov/hrscurrent/Vol09_Ch0431-0435E/HRS0431/HRS_0431-0009N-0101.htm

§431:1-210 Surety insurance defined. Surety insurance includes:

- (1) Bail bond insurance, which is a guarantee that any person, in or in connection with any proceedings in any court, will:
 - (A) Attend in court when required, or
 - (B) Will obey the orders of judgment of the court, as a condition to the release of the person from confinement, and the execution of bail bonds for any such purpose. The making of property or cash bail does not constitute the transacting of bail bond insurance.
- (2) Fidelity insurance, which is insurance guaranteeing the fidelity of persons holding positions of public or private trust.
- (3) Guaranteeing the performance of contracts and guaranteeing and executing bonds, undertakings and contracts of suretyship.

http://www.capitol.hawaii.gov/hrscurrent/Vol09_Ch0431-0435E/HRS0431/HRS_0431-0001-0210.htm

Bail Bond v. Supervised Release. We need to know the difference.

What is S/R or OR?

S/R or supervised release is a two party agreement where only the defendant promises the state to appear as required. In other words, the promise is between only the defendant and the state.

Bail bonds normally require indemnity or collateral.

HRS-804-9 Amount

§804-9 Amount. The amount of bail rests in the discretion of the justice or judge or the officers named in section 804-5; but should be so determined as not to suffer the wealthy to escape by the payment of a pecuniary penalty, nor to render the privilege useless to the poor. In all cases, the officer letting to bail should consider the punishment to be inflicted on conviction, and the pecuniary circumstances of the party accused.

http://www.capitol.hawaii.gov/hrscurrent/Vol14_Ch0701-0853/HRS0804/HRS_0804-0009.htm



Your Bond Specialists providing Bail, License, and Notary Bonds to ALL the Hawaiian Islands for more than 30 years

Defendant Information Sheet



550 Halekauwila St., Suite 303 • Honolulu, HI 96813 • voice 808.522.1960 • fax 808.522.1972 • email jim@808bail.com • www.808bail.com

Bail amount \$ Facility held Arrest date (mm/dd/yyyy) Release date (mm/dd/yyyy)

Tell us about the defendant

Defendant name		Phone		Cell/Message		M	F
Race/ethnicity, Alias, Maiden		Place of birth		Date of birth (mm/dd/yyyy)		Social Security #	
Address		Apt. #	City	State	Zip		
How long at present address		In city	In state	Number of children	Email		
Height	Weight	Eye color	Hair color	Scars, marks, tattoos	Ethnic origin		
Where were you raised?		Where did you attend high school?		Years of education			
Employer		Work phone		Job title		How long?	

Tell us about the defendant's spouse/partner

Spouse/partner name		Phone		Cell/Message			
Address		Apt. #	City	State	Zip		
How long at present address?		In state		Number of children			
Social Security #		Where he/she raised		How long in HI		Years known	
Employer		Work phone		Job title		How long?	

Tell us about the defendant's family

Father (if not an identifier)		Phone		Work phone			
Address		Apt. #	City	State	Zip		
Mother (if not an identifier)		Phone		Work phone			
Address		Apt. #	City	State	Zip		
Relationship or references of the Defendant (Co-spouse, siblings, in-laws, grandparents, etc.) who you have close contact with that can reach you.							
#1 Name		Phone		Relation			
#2 Name		Phone		Relation			

Tell us about the defendant's attorney

Attorney name & firm		Phone					
Defendant billed before?	What bail company?	Year convicted		On probation or parole?			

Print this form, then fax, email or click the button below to submit online.

SUBMIT ONLINE

©A-1 Bonding 2008, Dist. No. 04908



Your Bond Specialists providing Bail, License, and Notary Bonds to ALL the Hawaiian Islands for more than 30 years

No Collateral Bail Bond Application



550 Halekiauila St., Suite 303 • Honolulu, HI 96813 • voice 808.522.1960 • fax 808.522.1972 • email jim@808bail.com • www.808bail.com

Defendant's name: Tell us about the person needing the bail bond. **Defendant's Social Security #** **Bail Amount** **Defendant Birthdate (mm/dd/yy)** M F

Defendant's Home Phone **Cell Phone** **Email Address**

Co-signer info: Name of another person to guarantee the bond. Yes No **Married?** **Phone** **Social Security #** **Email Address**

Co-signer Address **City** **State** **Zip** **Birthdate (mm/dd/yy)** **Credit Score** **Est. Net Worth**

Co-signer Place of Employment or Company Name **Position Held** **Work Phone** **Relation to Defendant/How Long**

Do you own your home or other real property? Yes No **Market Value \$** **Mortgage Balance \$**

Spouse of Co-signer or 2nd Co-signer Yes No **Married?** **Phone** **Social Security #** **Email Address**

Address **City** **State** **Zip** **Birthdate (mm/dd/yy)** **Credit Score** **Est. Net Worth**

Place of Employment or Company Name **Position Held** **Work Phone** **Relation to Defendant/How Long**

Do you own your home or other real property? Yes No **Market Value \$** **Mortgage Balance \$**

Read carefully and sign. Surety is not agreeing to issue the bond applied for by accepting this application and may decline or require that additional collateral be given to secure any bond to be issued as a result of the application, or that additional documents of guaranty or indemnity be signed. By signing below you are agreeing that listed signatures are sufficient to bind the contract, jointly and severally, and that the undersigned agree to all the following.

1. Indemnity. Each of us warrants that the statements made in this application are true and acknowledge that this application here or will induce the Surety to issue the Bond applied for herein. If any of the statements in this application are false, Surety can cancel the Bond. Each of us authorizes the Surety to investigate all statements made and check our credit.

2. Estoppel. Everyone signing must sign as personal indemnitor and co-signer in an individual capacity along with their spouse. Do not leave any blanks. If not married, so state. We all agree the surety on the bond may be substituted during this agreement.

3. Premiums, Continuation of Suretyship. Each of us agrees that the premium for the Bond issued, as a result of this application is **FULLY EARNED AND NOT REFUNDABLE** upon issuance of the Bond; pursuant to HRS 804-02. An annual premium must be paid for continuation of the Bond until satisfactory evidence of termination of the SURETYSHIP is provided to Surety. Surety may secure its release from liability under the Bond under any applicable law for release of sureties without liability to the Principal or any of the undersigned. This agreement and any other documents you sign in connection with issuance of the Bond apply to all renewals, continuations, substitutions and extensions of the SURETYSHIP.

4. Indemnity. The undersigned agree, jointly and severally, to pay the Surety, on demand, all payments, losses, expenses and costs, including reasonable attorney's fees, for which Surety becomes liable by reason of the Bond, whether or not Surety has paid such payment, losses, expenses, costs and fees. This indemnity shall include an obligation to deposit with Surety an amount of money sufficient for Surety to reserve for payments, losses, expenses, costs and fees, whether known or unknown, contingent or otherwise, arising by reason of the Bond, if demanded by Surety. Surety shall have exclusive right to determine whether any claim or suit, on the basis of liability, expediency or otherwise, shall be paid, compromised, defended or appealed.

5. Waiver of A Bail Bond is Not an Insurance Policy. A Bond is a credit relationship. All persons who sign below understand that if the Surety makes any payments, incurs expenses or has losses under the Bond that they will have to completely indemnify and pay the Surety for those payments, losses and expenses. **Everyone signing understands and agrees that they cannot be excused from this bond obligation until the defendant named in the bond appears in court every single time the court says they are supposed to and until the case is completely over and until the defendant does everything else the court says they are supposed to do, and that this is a continuing obligation.**

6. Jurisdiction. The parties agree that any claims, disputes and controversies concerning arising out of or relating to this Agreement, shall first be determined by private mediation in accordance with the laws of the State of Hawaii. All parties agree to submit to the jurisdiction of the courts of the State of Hawaii.

Print or type your name here, agreeing to conditions of this form.

X
Personal indemnitor/co-signer as individual **Date (mm/dd/yy)**

X
Personal indemnitor, co-signer as individual **Date (mm/dd/yy)**

X
Releasee or additional co-signer as individual **Date (mm/dd/yy)**

Print Name

Print Name

Print Name

Click below to submit the contents of this form online.

SUBMIT ONLINE

BAIL BOND

A-1 BAIL BONDS

Insurance Producer:
A-1 Bonding, Inc.
dba A-1 Bail bonds
License #300204

Address all correspondence to:
James W. Lindblad
P.O. Box 4253
Honolulu, HI 96813-4253
voice: 800.701.2245

CIRCUIT OR DISTRICT COURT OF THE STATE OF HAWAII

Report Nos. _____

Criminal No. _____

DEFENDANT _____ having been
admitted to bail and ordered to appear in court in the State of Hawaii.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned surety or surties, as surety, hereby undertake that the said defendant will appear and answer all charges mentioned in whatever court it may be prosecuted within the State of Hawaii, and will at all times be amenable to the orders and process of the court, and, if convicted, will appear for judgment, and render self in execution thereof, or failing to perform either of these conditions will pay to the State of Hawaii, as provided in sections 804-51, Hawaii revised statutes.

The sum of, _____ dollars (\$ _____)

Bond valid only for those charges listed under the above report and or criminal numbers as of the date stated herein. Bond is canceled and surety exonerated upon sentencing, DAG Plea, or dismissal.

Dated this _____ Day of _____ 20____.

By: _____
Attorney-in-fact

PRESS HARD YOU ARE WRITING THROUGH FOUR PAPER PLIES

Only the original Power of Attorney will bind this Surety.

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
P.O. BOX 9810, CALABASAS, CA 91372-9810 (800) 933-2245

POWER NUMBER IS30K-175376

THIS POWER VOID IF NOT USED BY: December 31, 2015 **POWER AMOUNT \$** 30,000

KNOW ALL MEN BY THESE PRESENTS, that INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of New Jersey, has constituted and appointed, and does hereby constitute and appoint, its true and lawful Attorney-in-Fact, with full power and authority to sign the company's name and affix its corporate seal to, and deliver on its behalf as surety, any and all obligations as herein provided, and the execution of such obligations in pursuance of these presents shall be as binding upon the company as fully and to all intents and purposes as if done by the regularly elected officers of said company at its home office in their own proper person; and the said company hereby ratifies and confirms all and whatsoever its said Attorney-in-Fact may lawfully do and perform in the premises by virtue of these presents.

THIS POWER OF ATTORNEY IS VOID IF ALTERED OR ERASED, THE OBLIGATION OF THE COMPANY SHALL NOT EXCEED THE SUM OF **THIRTY THOUSAND DOLLARS*******

AND MAY BE EXECUTED FOR RECOGNIZANCE ON CRIMINAL BAIL BONDS ONLY.

Authority of such Attorney-in-Fact is limited to the execution of appearance bonds and cannot be construed to guarantee defendant's future lawful conduct, adherence to travel limitation, fines, restitution, payments or penalties, or any other condition imposed by a court not specifically related to court appearances. A separate Power of Attorney must be attached to each bond executed. Powers of Attorney must not be returned to Attorney-in-Fact, but should remain a permanent part of the court records.

Bond Amt \$ _____ Date Executed _____

Defendant _____ DOB _____

Case # _____ Appearance Date _____

Offense _____

Court County _____

Court City _____ Court State _____ Div./Dept. _____

If rewrite, give orig. power # _____ Increase Decrease

Executing Agent _____ Signature (if applicable, add your COURT assigned Agent)

NOTICE: Stacking of Powers is strictly prohibited. No more than one power from this Surety may be used to post any one bail amount.

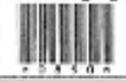
IN WITNESS WHEREOF, said INTERNATIONAL FIDELITY INSURANCE COMPANY, by virtue of authority conferred by its Board of Directors, has caused these presents to be sealed with its corporate seal, signed by its Chairman of the Board and attested by its Secretary, this 23rd day of March, 1966.

[Signature]
Forde Mitchell, Chairman of the Board

[Signature]
Nancy Smith, Secretary



NOT VALID FOR IMMIGRATION



Form# IFI.0100 (9/08)

ORIGINAL

BAIL BOND SURRENDER

Court Clerk
Dept. of Public Safety (OCCC)
Prosecutor
Defense Counsel
I.S.C.

CR. NO. _____
or Police Report Number

Surety, attorney in fact, A-1 Bail Bonds
Criminal Assignments

To whom it may concern:
Subject: Bail bond surrender per HRS, Sec. 804-14 reads:

"804-14 Discharge of sureties. Those who may have become bail for anyone, name at any time discharge themselves, by surrendering him to the custody of any sheriff or chief of police or his authorized subordinate."

Name of defendant: _____

Social Security Number: _____ Date of Birth: _____

Bail Amount: \$ _____

Charges: _____

On behalf of the surety, I hereby surrender the above named defendant to your custody and relinquish any and all responsibility as surety for the appearance of the defendant whenever requested by the court.

Dated: _____

Signed: _____

Attorney in fact, for surety, c/o A-1 Bail Bonds
(Seal) 550 Halekauwila Street #303
Honolulu, Hawaii 96813
(808) 522-1960

Presence and physical custody of the above defendant noted by:

Signature _____ Name _____

Title _____ Facility _____

Date _____

Alternative Solutions: July 22, 2013.

Private donor, the Arnold Foundation is testing the following in Hawaii. Everything they do and how they do it is outlined on their website.

\$789,950.00 Hope-Pretrial.

50 defendant first year enrollment.

75 following year

This means spending \$6319.00 per defendant release. Later, if this works, the state can decide to fund the project.

<http://www.arnoldfoundation.org/hawaii-department-public-safety-hawaii-state-judiciary-and-laura-and-john-arnold-foundation-partner>

Vaimili and Barton Cases

<http://808bail.com/honolulu/bail-in-honolulu-hawaii/>

Vaimili explains bail bond forfeiture in Hawaii

<http://808bail.com/honolulu/cash-bail-in-washington-state-barton-ruling/>

Barton explains what sufficient surety means and what cash only bail means.

Bail Bond Myths and Prison Population Management - Required reading for all criminal justice advocates who want to argue the issues of bail reform and how to achieve specific results, written by James Waldron Lindblad.

<http://www.808bail.com/bailmyth.pdf>

Code of Ethics.

<http://pbah.org/>

Accountability Matters

<http://pbah.org/read-our-blog/>