

## CALIFORNIA ADDENDUM TO INDEMNITOR APPLICATION AND AGREEMENT

This California Addendum (“Addendum”) amends the Indemnitor Application and Agreement signed by you as the Indemnitor (“Agreement”). Capitalized terms used in this Addendum shall have the meanings set forth in the Agreement.

### 1. IMPORTANT NOTICE! IF THE BOND WILL BE SECURED BY REAL PROPERTY YOU OWN OR IN WHICH YOU HAVE AN INTEREST, PLEASE SEE ATTACHED DISCLOSURE.

2. The specific expenses for which you are required to indemnify Surety and its bail producer in accordance with the Agreement are:

(a) actual, necessary and reasonable expenses incurred in connection with the bail transaction including, but not limited to: (1) guard fees after the first 12 hours following Defendant’s release on bail; (2) notary fees, recording fees, necessary long distance telephone expenses (*i.e.*, telephone calls billed by the telephone company as “long distance,” but not those for which “message unit” charges only are made); telegram charges, travel expenses and verification of collateral outside of the county where the bail was arranged; a reasonable posting fee charged by a bail producer operating in a county other than that where the bail was arranged (provided that no charge shall be made for travel from the bail producer’s office to post bail in an area where the bail producer advertises in the yellow pages of the telephone directory unless the advertisement specifically provides for this charge). Such travel charges, when permitted, may not exceed the amount allowed to be taken as a travel expense for income tax purposes under the federal Internal Revenue Code and related regulations or the amount allowed by the State of California to be claimed for mileage by its employees;

(b) actual, reasonable and necessary expenses incurred and caused by Defendant’s breach of any of the terms of the Agreement and any other written agreement under which the Bond was written. This reimbursement may not exceed the penal amount of the Bond and may include a reasonable charge for the services of the bail producer and associated persons on behalf of Defendant; and

(c) if a forfeiture of bail occurs and is not set aside, any expenses under sections 2(a) and 2(b) above that are incurred within 180 days following the forfeiture or such additional period as ordered by the court (in addition to the amount of the forfeiture).

3. Any collateral received shall be returned to the person whose name appears as Depositor on the Collateral Receipt or that person’s assignee (which assignee may not be the bail producer or its representative) as soon as you are advised that the obligation, the satisfaction of which was secured by the collateral, is discharged. Surety or bail producer shall determine promptly whether the obligation has been discharged upon request for return of the collateral by the Depositor of the collateral or the Depositor’s assignee. If the collateral was deposited to secure the obligation of a Bond, the collateral shall be returned immediately upon the entry of any order by an authorized official stating that liability under the Bond is terminated. If Surety or any bail producer having custody of the collateral fails to take promptly any action necessary to secure the termination of such liability, the collateral shall be returned immediately upon the accrual of any right to secure an order of termination of liability. If the collateral was deposited as security for unpaid premium or charges, and if such premium or charges remained unpaid at the time of exoneration and after demand for payment has been made by Surety or its bail producer, the collateral (other than cash) may be levied upon in the manner provided by law, and the proceeds of the collateral may be applied to the amount of the unpaid premium or charges.

4. The next to the last sentence in Paragraph 2 of the Agreement is deleted.

5. No confession of judgment shall be taken in connection with the Bond.

6. The second sentence of Paragraph 8 of the Agreement is deleted and replaced with following:

Subject to any limitations imposed upon Assignee by the Surety, Assignee shall have the right to enforce in any action, proceeding or otherwise any of the Surety’s rights herein or arising out of any of the transactions contemplated hereby.

7. Paragraph 12 of the Agreement is deleted and replaced with the following: You hereby authorize Surety, its producers, representatives and designees, to obtain any and all private or public information and/or records concerning you from any party or agency, private or governmental (local, state, federal), including, but not limited to, credit reports, consumer reports, Social Security records, criminal records, civil records, driving records, tax records, telephone records, medical records, school records, worker compensation records, and employment records. You further authorize, without reservation, any party or agency, private or governmental (local, state, federal), contacted by Surety to furnish in accordance with applicable law any and all private and public information and records in their possession concerning you to the Surety and direct that a copy of this document shall serve as evidence of said authorization. You irrevocably grant to Surety, its producers, representatives and designees, the right to enter your residence or other property owned or occupied by you, without notice, at any time, for the purpose of locating, arresting, and returning the Defendant to custody.

8. If collateral received is in excess of the bail forfeited, such excess shall be returned to the person whose name appears as Depositor on the Collateral Receipt after the application of the collateral to the forfeiture and all amounts owed to Surety.

**9. If you have a complaint, contact the Bail Bond Producer listed at the bottom of the Agreement. If those discussions have failed to produce a satisfactory resolution to the problem, you may contact the Surety listed on the Agreement or file a complaint with the California Department of Insurance, you may contact the California Department of Insurance Consumer Affairs office at 1-800-927-4357, or 300 Capitol Mall, 17<sup>th</sup> Floor, Sacramento, CA 95814, or [www.insurance.ca.gov](http://www.insurance.ca.gov).**

10. Except as expressly provided in this Addendum, all terms and conditions of the Agreement remain in full force and effect.

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature of Indemnitor \_\_\_\_\_ Printed Name of Indemnitor \_\_\_\_\_