

**CALIFORNIA ADDENDUM TO
INDEMNITOR APPLICATION AND AGREEMENT**

This California Addendum (öAddendumö) is attached to and forms part of the Indemnitor Application and Agreement signed, sealed and delivered by you as the Indemnitor (öAgreementö) and is incorporated into the Agreement by this reference. Any capitalized terms used in this Addendum without definition shall have the meanings assigned to these terms by 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 as follows:

(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 Defendantö release on bail; (2) notary fees, recording fees, necessary long distance telephone expenses (*i.e.*, telephone calls billed by the telephone company as ölong distance,ö but not those for which ömessage unitö 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 producerö 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, whichever the bail producer chooses;

(b) actual, reasonable and necessary expenses incurred and caused by Defendantö 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 its employees, partners or other persons associated with the bail producer in the transaction of the Bond 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 personö 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 Depositorö 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 Suretyö 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. Except as expressly provided in this Addendum, all terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum shall control.

10. This Addendum shall be attached to every Indemnitor Application and Agreement entered into in the State of California.

Signed, sealed and delivered this _____ day of _____, 20_____

Signature of Indemnitor _____

Printed Name of Indemnitor _____