

**IDAHO ADDENDUM  
TO  
INDEMNITOR APPLICATION AND AGREEMENT**

This Idaho Addendum (öAddendumö) is attached to and forms part of the Indemnitor Application and Agreement signed, sealed and delivered by you as 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. The bail producer shall only charge you or collect money or other valuable consideration from you for the following:
  - a. to pay premiums;
  - b. to provide collateral;
  - c. to reimburse the bail producer for actual and reasonable expenses and are limited to the following:
    - i. incurred to verify underwriting information;
    - ii. notary public fees and recording fees;
    - iii. necessary long distance telephone or telegram fees; and
    - iv. travel expenses incurred more than twenty-five (25) miles from a bail producer's place of business, which includes any city or locality in which the bail producer advertises or engages in bail business.

d. Expenses listed in items (i)-(iii) above shall not exceed a total of fifty dollars (\$50).

2. Notwithstanding any provisions in any öCollateral Receiptö or any öPromissory Note for Additional Future Payments of Collateralö, collateral given to secure indemnity obligations under the Agreement shall be returned to the person whose name appears as Depositor on the Collateral Receipt within fourteen (14) days of the date that notice is received by the Surety that the bail bond has been exonerated. A copy of the court order wherein the bail was ordered exonerated shall be deemed prima facie evidence of termination of the liability. Further, any collateral given to secure obligations under any Promissory Note and Installment Payment Plan For Unpaid Premium (öNoteö) shall be released to the person whose name appears as Depositor on the Collateral Receipt within fourteen (14) days of the date that all obligations under the Note have been satisfied.

3. If premium due is not paid by the due dates set forth in the Promissory Note and Installment Agreement for Unpaid Premium or any other premium promissory note, the Defendant may be surrendered and you shall not be entitled to a refund of any premium paid.

4. Paragraph 12 of the Agreement is deleted and replaced with the following:

You authorize the Surety, its producers, and its agents, to obtain a credit report or credit check on you before the Bond is posted and/or in the event you fail to pay any amounts owed under the Agreement.

5. 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.

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

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

**Signature of Indemnitor \_\_\_\_\_**

**Printed Name of Indemnitor \_\_\_\_\_**