

**VERMONT ADDENDUM
TO
INDEMNITOR APPLICATION AND AGREEMENT**

This Vermont Addendum (“Addendum”) is attached to and forms part of the Indemnitor Application and Agreement signed, sealed and delivered by you as Indemnitor (“Agreement”) and is incorporated into the Agreement by this reference. Any terms used in this Addendum without definition and defined in the Agreement shall have the meanings assigned to these terms by the Agreement.

1. The first clause of Paragraph 2 of the Agreement (“**You, jointly and severally (together and separately) with any other indemnitor, shall indemnify the Surety and keep the Surety indemnified and hold it harmless from and against any and all losses, demands, liabilities, fees and expenses relating to, or arising out of, Surety’s issuance or procurement of the Bond, including, but not limited to the following:**”) is deleted and replaced with the following language: “**You, jointly and severally (together and separately) with any other indemnitor, shall indemnify the Surety and keep the Surety indemnified and hold it harmless from and against any and all losses, demands, liabilities, fees and expenses relating to, or arising out of, your breach of this Agreement, a breach by any other Indemnitor, or a breach by the Defendant of the Bail Bond Application and Agreement including, but not limited to, the following:**”

2. The following sentence is deleted from Paragraph 2 of the Agreement: “The voucher, check or other evidence of any payment made by Surety or its producer, by reason of such suretyship, shall be conclusive evidence of such payment in any lawsuit against you both as to the propriety of such payment and as to the extent of your liability to Surety for such payment.”

3. Paragraphs 3 and 4 of the Agreement are revised to state that any sale of collateral by the Surety will be done through a public auction. Notice of the sale will be sent to you by certified mail, at the address provided by you in this Agreement, at least fourteen (14) days before the sale date. Collateral will be sold in a commercially reasonable manner.

4. The final sentence of Paragraph 9 of the Agreement is deleted and replaced with the following: “You further agree to execute and be bound by any other future documents reasonably necessary to carry out and effectuate this Agreement.”

5. The waivers, authorizations, rights, and consents granted in Paragraph 12 of the Agreement shall expire after the Bond has been exonerated and any forfeiture remission period has ended. The term “medical records” is deleted from Paragraph 12 of the Agreement.

6. The authorizations and agreements provided in Paragraph 13 of the Agreement shall expire after the Bond has been exonerated and any forfeiture remission period has ended.

7. Your failure to provide to surety the original Collateral Receipt shall not preclude return of collateral assuming all other conditions for release of collateral have been satisfied.

8. All other 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.

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

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

Signature of Indemnitor _____

Printed Name of Indemnitor _____