

**ALASKA ADDENDUM
TO
INDEMNITOR APPLICATION AND AGREEMENT**

This Alaska 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 capitalized terms used in this Addendum without definition shall have the meanings assigned to these terms by the Agreement.

1. The declarations and answers given by you in the agreement are representations, not warranties.
2. Your liability under Paragraph 2 of the Agreement only applies if the Bond is forfeited, the Defendant breaches any obligation to the Court or Surety, or you breach any terms of the Agreement. You are not liable for any fees related to the posting of the Bond other than actual extraordinary expenses such as travel, lodging or other expenses incurred at the time the Bond is executed.
3. Notwithstanding any provision in Paragraph 3 or 4 of the Agreement, notice of any sale of your collateral will be provided pursuant to Alaska Statute 34.45.040 and then sold through public auction in accordance with Alaska Statutes 34.45.030 through 34.45.080.
4. Paragraph 7(iii) of the Agreement is deleted.
5. Notwithstanding any provision in Paragraph 8 of the Agreement, Surety may only assign or transfer collateral to another licensed surety or licensed insurance producer.
6. The final sentence of Paragraph 9 of the Agreement is deleted.
7. The following provision is added to Paragraph 6 of the Promissory Note and Installment Plan for Unpaid Premium, and to Paragraph 6 of the Promissory Note for Additional Future Payments of Collateral: “These collection costs would only be due if there is a breach of this note and shall only apply to fees that are evidenced by a receipt or other proof of payment.”
8. Any change of address or place where payment is to be made, shall be done by endorsement.
9. If the collateral was deposited as security for unpaid premium, the premium remains unpaid at the time of surrender, exoneration, or forfeiture of the Bond and a demand has been made by the bail producer, the Surety may dispose of the collateral in accordance with applicable Alaska law, and the proceeds may be applied against the unpaid premium.
10. Any collateral or excess collateral on forfeiture not claimed or taken away within one year after the termination of liability under the Bond, will be treated in the manner provided for in the Uniform Unclaimed Property Act.
11. 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.
12. This Addendum shall be attached to every Indemnitor Application and Agreement entered into in the State of Alaska.

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

Signature of Indemnitor _____

Printed Name of Indemnitor _____