

# CALIFORNIA ADDENDUM TO BAIL BOND APPLICATION AND AGREEMENT

This California Addendum (“Addendum”) amends the Bail Bond Application and Agreement signed by you (“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. You understand and acknowledge that if you are surrendered prior to the time specified in the Bond, you have the right under California Penal Code §1300(b) to petition the court for a ruling as to return of premium. If the court determines that good cause does not exist for your surrender, and you have neither failed to appear nor violated any court order, the court may, in its discretion, order the return of all or a portion of the premium.

3. 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 your 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 your 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 your behalf; and

(c) if a forfeiture of bail occurs and is not set aside, any expenses under sections 3(a) and 3(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).

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

5. Paragraph 5 of the Agreement is deleted and replaced with the following:

You hereby authorize Surety, its producers, and designees, to obtain all private or public information and/or records concerning you from any party or agency, private or governmental, 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 any party or agency, private or governmental, contacted by Surety to furnish in accordance with applicable law 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 your authorization. You irrevocably grant to Surety, its producers, and designees the right to enter your residence, or any other property that you own or occupy, without notice, at any time, for the purpose of locating, arresting, and returning you to custody.

6. The final sentence of Paragraph 9 of the Agreement is deleted and replaced with the following:

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

7. As part of the Surety’s security measures to help prevent fraud and identity theft, when submitting your application and future transactions, you agree to allow Surety to verify that your mobile phone is in proximity to the transaction location, and when signing into your account, to verify that you are near the transacting computer. This location verification data will be saved with other transaction information and will be available for use in resolving any concerns you may have. If you choose to opt-out at some point, you may do so by visiting [www.mdnoptout.com](http://www.mdnoptout.com) and submit your name and mobile number, or you may contact the Bail Producer at the number set forth below. You authorize disclosure, by your financial institution and telephone carrier to Surety and our vendors regarding you and your account, including: name, billing address, email, phone number, financial credit and personal information.

**8. 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).**

9. 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 Defendant \_\_\_\_\_

Printed Name of Defendant \_\_\_\_\_