



**TOKIOMARINE
HCC**

AMERICAN CONTRACTORS INDEMNITY COMPANY
Bail USA, Inc.
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BAIL PRODUCER: [stamp must include name, address, phone no. , email and license no.]

UTAH ADDENDUM TO INDEMNITOR APPLICATION AND AGREEMENT

This Utah 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 Agreement is subject to the provisions of the document entitled “UTAH BAIL BOND DISCLOSURE FORM,” which provisions are incorporated herein by this reference.

2. Collateral may be provided to secure Bond fees, the face amount of the Bond issued, or both. If the Surety or bail producer accepts the same collateral to secure the Bond fees and the face amount of the Bond issued, then, in the event of a failure to pay Bond fees when due, the collateral may not be converted until the Bond is exonerated or judgment entered against the Surety and the person whose name appears as Depositor on the Collateral Receipt has been given no less than 15 days to pay any Bond fees owing.

3. If the Surety or bail producer accepts different collateral to secure the Bond fee and the face amount of the Bond issued then: (i) the collateral securing the Bond fees may not be converted until payment has been defaulted under the terms of any promissory note for those fees, and the person whose name appears as Depositor on the Collateral Receipt has been given no less than 15 days to make the required payment; and (ii) the collateral securing the face amount of the Bond issued may not be converted until the Bond is exonerated or judgment entered against the Surety, and the Depositor has been given no less than 15 days to reimburse the Surety or bail producer for any amounts owed to the Surety or bail producer.

4. The collateral deposited with the bail producer or Surety shall be returned to the person whose name appears as Depositor on the Collateral Receipt within 10 days after the requested return if: (i) the Bond has been exonerated, and (ii) all fees owed to the bail producer and/or Surety have been paid. If a document that conveys title to real property is used as collateral and such document is recorded, the bail producer or Surety shall execute a reconveyance of the property, executed so that the reconveyance can be recorded, and promptly deliver the reconveyance document to the person who signed the conveyance document or that person’s heirs, legal representative, or successor in interest.

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.

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

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

Defendant’s Name

Signature of Indemnitor

Bond Amount

Printed name of Indemnitor