

 <p>TOKIO MARINE HCC AMERICAN CONTRACTORS INDEMNITY COMPANY Bail USA, Inc. 157 Main Street / P.O. Box 806 Greenville, PA 16125 phone: main 800-245-0366 email: info@bailusa.net</p>	<p>BAIL PRODUCER: [stamp must include name, address, phone no. , email and license no.]</p>
---	---

**CALIFORNIA ADDENDUM TO
BAIL BOND APPLICATION AND AGREEMENT**

This California Addendum (“Addendum”) is attached to and forms part of the Bail Bond Application and Agreement signed, sealed and delivered by you as Defendant (“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. 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 section 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 (in addition to the premium for the Bond) for which you are required to indemnify Surety and its bail producer in accordance with the Agreement are as follows:

(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, whichever the bail producer chooses;

(b) actual, reasonable and necessary expenses incurred and caused by your breach of any of the terms of the Bail Bond Application and 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 its employees, partners or other persons associated with the bail producer in the transaction of the Bond 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 (in addition to the amount of the forfeiture) or such additional period as ordered by the court.

4. 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.

5. This Addendum shall be attached to every Bail Bond Application and Agreement entered into in the State of California.

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

Bond Amount

Signature of Defendant

Printed name of Defendant