



**TOKIOMARINE  
HCC**

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

**NEVADA ADDENDUM TO INDEMNITOR APPLICATION AND AGREEMENT**

This Nevada 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 specific fees for which you are required to indemnify Surety and its bail producer in accordance with the Agreement are as follows:

- (a) Premium, at the rates established by the Surety, in accordance with applicable Nevada law, or the charges for the Bond filed at the rates filed in accordance with applicable Nevada law.
- (b) Collateral.
- (c) Actual expenses incurred in connection with the transaction, which are limited to:
  - (1) Guard fees.
  - (2) Notary public fees, recording fees, expenses incurred for necessary long distance telephone calls and charges for telegrams.
  - (3) Travel expenses incurred more than 25 miles from the bail producer's principal place of business. Such expenses:
    - (i) may be billed at the rate provided for state officers and employees generally; and
    - (ii) may not be charged in areas where bail producers advertise a local telephone number.
  - (4) Expenses incurred to verify underwriting information.
- (d) Other actual expenditures necessary to the transaction, which are not usually and customarily incurred in connection with bail transactions.
- (e) Actual expenses incurred in good faith, by reason of your breach of any of the terms of the Agreement or any other written agreement under which and pursuant to which the Bond was written, which must not exceed the principal sum of the Bond, plus any reasonable expenses that may be verified by receipt in a total amount of not more than the principal sum of the Bond or undertaking, incurred in good faith by the Surety, its bail producers, agents, licensees and employees by reason of your breach.

2. Collateral shall be returned to the person whose name appears as Depositor on the Collateral Receipt as soon as the obligation, the satisfaction of which was secured by the collateral, is discharged and all fees owed to the bail producer have been paid. The bail producer or any Surety having custody of the collateral shall, immediately after the bail producer or Surety receives the Depositor's request for return of the collateral, determine whether the bail producer or Surety has received notice that the obligation is discharged. If the collateral is deposited to secure the obligation of the Bond, it must be returned immediately after receipt of the request for return of the collateral and notice of the entry of any order by an authorized official by virtue of which liability under the bond is terminated or upon payment of all fees owed to the bail producer, whichever is later. A certified copy of the minute order from the court wherein the bail was ordered exonerated shall be deemed prima facie evidence of exoneration or termination of liability.

3. If the collateral consists of any document conveying title to real property is recorded, the bail producer or any Surety having possession of the document shall, immediately after the bail producer or Surety receives a request for return of the collateral:

- (a) Determine whether the bail producer or Surety has received notice that the obligation for which the document was accepted is discharged; and
- (b) If the obligation has been discharged, reconvey the real property by delivering a deed or other document of conveyance to the person who signed the recorded document or that person's heirs, legal representative or successor in interest, which deed or other document of conveyance must be prepared in such a manner that it may be recorded.

4. If the amount of any collateral received exceeds the amount of any bail forfeited by the Defendant for whom the collateral was accepted, the bail producer or any Surety having custody of the collateral shall, immediately after the bail is forfeited, return to the person whose name appears as Depositor on the Collateral Receipt the amount by which the collateral exceeds the amount of the bail forfeited.

5. Any returned collateral is subject to a claim for fees, if any, owed to the bail producer returning the collateral.

6. In accordance with NAC 697.510, a bail producer may maintain cash collateral in an interest-bearing account with a bank, savings and loan association, thrift company or similar institution in this state, and may retain the interest earned on that money.

7. 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.

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

Signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Defendant's Name

\_\_\_\_\_  
Signature of Indemnitor

\_\_\_\_\_  
Bond Amount

\_\_\_\_\_  
Printed name of Indemnitor