

BAIL PRODUCER: [stamp must include name, address, phone no. and license no.]

Crum & Forster Indemnity Company
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OHIO ADDENDUM TO INDEMNITOR APPLICATION AND AGREEMENT

This Ohio 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. Acceptable forms of collateral or indemnity include cash or its equivalent, a promissory note, an indemnity agreement such as the Agreement, a real property mortgage in the name of the Surety and any filing under Chapter 1309 of the Ohio Revised Code.

2. If a forfeiture occurs, the bail producer or Surety shall give the Defendant and the person whose name appears as Depositor on the Collateral Receipt 10 days’ written notice of intent to convert the collateral deposit into cash to satisfy the forfeiture. The notice shall be sent by certified mail, return receipt requested, to Depositor’s last known address and the Defendant’s last known addresses. The bail producer or Surety shall convert the collateral deposit into cash within a reasonable period of time and return to the Depositor that amount which is in excess of the face value of the Bond minus the actual and reasonable expenses of converting the collateral into cash. In no event shall these expenses exceed 10% of the face value of the Bond. However, upon motion and proof that the actual and reasonable expenses exceed 10%, the court may allow recovery of the full amount of the actual and reasonable expenses. If there is a remission of forfeiture that required the Surety to pay the bond to the court, the Surety shall pay the Depositor the value of any collateral received for the Bond minus the actual and reasonable expenses permitted to be recovered under applicable law.

3. Upon your demand, the bail producer, managing general agent or Surety shall make a written request to the court for a discharge of the Bond to be delivered to the Surety or its agent. If the obligation of the Surety on the Bond is released in writing by the court and a discharge is provided to the Surety or its agent, the collateral or other indemnity (except a promissory note, the Agreement or any other indemnity agreement) shall be returned to the person whose name appears as Depositor on the Collateral Receipt within 21 days after the discharge is provided (unless the Depositor provides the Surety a legal assignment of the right to receive the collateral). If, despite diligent inquiry by the Surety or its agent to determine that the Bond has been discharged, the court fails to provide a written discharge within 30 days after the written request was made to the court, the Bond shall be considered canceled by operation of law, and the collateral or other indemnity (except a promissory note, the Agreement or any other indemnity agreement) shall be returned to the Depositor within 21 days after the written request for discharge was made to the court. No fee or other charge, other than those authorized by applicable law or by rule of the superintendent of insurance, shall be deducted from the collateral due. However, allowable expenses incurred in the apprehension of Defendant because of a forfeiture of Bond or judgment may be deducted if those expenses are accounted for.

4. When real property is used as collateral for a Bond: (a) the bail producer shall not require you to transfer title of any real property as a condition of issuing the Bond; (b) the bail producer may require you to establish title and unencumbered value, at your expense, together with mortgage security or other documents necessary to establish the bail producer’s or Surety’s lien interest in the real property by the bail producer or Surety; (c) the bail producer shall not provide title, notary, or lien filing services, directly or indirectly, to you or Defendant for a fee. If the security document has not been filed with the state or a division of the state to perfect the lien, and the Bond has not been called or otherwise needed or used, the original mortgage or other security document must be stamped cancelled and returned to the person who signed the security document within 21 days after the end of the Bond. If the security document has been filed with the state or a division of the state to perfect the lien, and the Bond has not been called or otherwise needed or used, a release of the mortgage or release of the other security document must be completed within 21 days after the end of the Bond. A copy of the release containing an official date/time stamp must be provided to you within 26 days after the end of the Bond.

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.

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

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

Defendant’s Name

Signature of Indemnitor

Bond Amount

Printed Name of Indemnitor