

**FLORIDA ADDENDUM
TO
INDEMNITOR APPLICATION AND AGREEMENT**

This Florida 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.

A. For good and valuable consideration, you agree to indemnify and hold harmless American Surety Company ("Surety") or its agent for all losses not otherwise prohibited by law or by rules of the Department of Financial Services.

B. You acknowledge receipt of copies of the Terms and Conditions of the Bail Bond Application and Agreement and the Florida Addendum thereto, which include statements as to (1) the restrictions placed on Defendant as a condition of the Bond and (2) the agent's powers relating to the cancellation of the Bond and recommitment of Defendant.

C. The specific fees for which you are required to indemnify Surety and its agent in accordance with the Agreement are as follows:

- (a) Costs necessary to apprehend Defendant in the event Defendant attempts to flee the jurisdiction of the courts;
- (b) Attorneys' fees and court costs associated with filing of motions;
- (c) Documented transportation and lodging expenses outside the jurisdiction of the court;
- (d) Law enforcement costs for housing, re-arrest, transportation and extradition; and
- (e) A maximum fee of \$100 for a surrender allowed by law when there has been no forfeiture of the Bond.

D. Collateral will be returned to the person whose name appears as Payor on the collateral receipt within 21 days after proof of final termination of liability on the Bond has been provided to the Surety.

E. Surety shall be entitled to deduct from collateral held or any return premium all fees, expenses, and charges authorized by applicable law, including Florida Administrative Code 69B-221.105.

F. For any complaints or inquiries, you may contact the Department of Financial Services, Bail Bond Section, 200 E. Gaines Street, Tallahassee, FL 32399-0320, (850) 413-5660.

G. 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.

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

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

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

Signature of Indemnitor _____

Printed Name of Indemnitor _____

White – Producer Copy • Yellow – Indemnitor Copy • Pink – Defendant Copy