

Agent/Agency Name:
Address:
Phone/Fax/e-mail:
DE License Number:

**DELAWARE ADDENDUM TO
SURETY BOND APPLICATION AND CONTRACT
FOR COURT APPEARANCE - INDEMNITOR**

This Delaware Addendum ("Addendum") is attached to and forms part of the ***Surety Bond Application and Contract for Court Appearance*** 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. Collateral will be returned to the person whose name appears as Depositor on the Collateral Receipt (or to the Depositor's assignee or designated representative) as soon as the obligation is discharged and all fees owed to the bail producer and Surety have been paid. Immediately after receiving a request for return of the collateral, the bail producer or Surety having custody of the collateral will determine whether notice has been received that the obligation is discharged. The collateral will be returned immediately after receipt of a request for return of the collateral *and* the later of 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 and Surety. A certified copy of the order from the court ordering the bail exonerated will be deemed prima facie evidence of exoneration or termination of liability.

2. The bail producer may require you or the Defendant, to provide, at your expense, financing statements, motor vehicle titles with a lien stamp or similar evidence that may be necessary to establish a lien interest in any personal property as collateral. The bail producer may not provide title or lien services to the Defendant for a fee, or receive money or anything of value for a referral to an independent person or entity for such services.

3. Upon release or exoneration of the bail obligation, the bail producer will provide the release documents required to discharge any lien of record obtained under the previous paragraph. The bail producer may not charge any fee for this service, but may require reimbursement for any direct costs of document preparation and filing fees.

4. Any amount of collateral that exceeds the amount of the bail forfeited by the Defendant will be returned to the person whose name appears as Depositor on the Collateral Receipt immediately after forfeiture, subject to a reduction for fees, if any, owed to the bail producer or Surety.

5. You shall reimburse the bail producer and Surety, and the bail producer shall have a right of action against you and the Defendant, for actual expenses incurred in good faith, by reason of the Defendant's breach of any of the terms of the Bail Bond Application and Agreement. Such reimbursement or right of action may not exceed the amount of the Bond, and any reasonable expenses that may be verified by receipt, which may not in total exceed the amount of the Bond, and that were incurred in good faith by the bail producer by reason of the Defendant's breach.

6. 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.

7. This Addendum shall be attached to every ***Surety Bond Application and Contract for Court Appearance*** entered into in the State of Delaware.

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

Signature of Indemnitor _____

Printed Name of Indemnitor _____