

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

This Idaho Addendum (õAddendumö) is attached to and forms part of the Bail Bond Application and Agreement signed, sealed and delivered by you as Defendant (õAgreementö) 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 bail producer shall immediately return all premium, in full, and collateral if the bail producer surrenders you, without õgood causeö or in violation of the Agreement, to custody before the time specified for your appearance in the Bond or, if no time is specified, before the time you are lawfully required to appear in court. õGood causeö exists for your early surrender if the following occur:

- a. premium is not paid when due,
- b. you change your address without notifying the bail producer,
- c. you engage in self-concealment,
- d. you leave the jurisdiction of the court without permission of the bail producer or the court,
- e. you materially breach the terms of the Agreement, or
- f. you otherwise act in a manner that materially increases the risk of loss assumed by the bail producer or Surety.

2. The bail producer shall only charge or collect money or other valuable consideration from you for the following:

- a. to pay premiums;
- b. to provide collateral;
- c. to reimburse the bail producer for actual and reasonable expenses that are limited to the following:
 - i. incurred to verify underwriting information;
 - ii. notary public fees and recording fees;
 - iii. necessary long distance telephone charges; and
 - iv. travel expenses incurred more than twenty-five (25) miles from a bail producer's place of business, which includes any city or locality in which the bail producer advertises or engages in bail business.
- d. Expenses listed in items (i)-(iii) above shall not exceed a total of fifty dollars (\$50).

3. If premium due is not paid by the due dates set forth in the Promissory Note and Installment Payment Plan for Unpaid Premium or any other premium promissory note, you may be surrendered and no premium shall be refunded.

4. Paragraph 5 of the Agreement is deleted and replaced with the following:

You authorize the Surety, its producers, and its agents, to obtain a credit report or credit check on you before the Bond is posted and/or in the event you fail to pay any amounts owed under the Agreement.

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 Bail Bond Application and Agreement entered into in the State of Idaho.

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

Signature of Defendant _____

Printed Name of Defendant _____