

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

This Nevada Addendum (“Addendum”) is attached to and forms part of the Bail Bond Application and Agreement signed, sealed and delivered by you as Defendant (“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 in connection with the transaction 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. The premium is fully earned and non-refundable upon the posting of the Bond and your release from custody as to the charges for which the Bond was posted. Additionally, the full amount of the premium is earned and non-refundable even if the case against you is subsequently dismissed, the charges denied, or the Bond exonerated. You acknowledge that you and the Indemnitor are both responsible for paying the full amount of the premium and fees charged, pursuant to statute, for the posting of the Bond, regardless of whether the case is subsequently dismissed, the charges denied, or the Bond exonerated.

3. If the bail producer or bail solicitor, without “good cause,” surrenders you to custody before the time specified in the Bond for your appearance, or before any other occasion where your presence in court is lawfully required, the premium is returnable in full. “Good cause” includes, but is not limited to:

- (a) information from a source credible under the circumstances that you intend to fail to appear before the appropriate court at the date and time prescribed;
- (b) materially false information on your application;
- (c) an increase by the court in the amount of bail beyond sound underwriting criteria employed by the bail producer;
- (d) a material change in the collateral posted by you or one acting your behalf;
- (e) a change of address or telephone number by you made without giving reasonable notice to the bail producer;
- (f) commission of another crime, other than a minor traffic violation, by you while on bail;
- (g) failure by you to appear in court at the appointed time; or
- (h) a finding of guilt against you by a court of competent jurisdiction.

4. 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.

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 Nevada.

**Signed, sealed and delivered this** \_\_\_\_\_ **day of** \_\_\_\_\_, **20**\_\_\_\_\_  
**Signature of Defendant** \_\_\_\_\_  
**Printed Name of Defendant** \_\_\_\_\_