

**NORTH CAROLINA ADDENDUM
TO
BAIL BOND APPLICATION AND AGREEMENT**

This North Carolina 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. At any time before there has been a breach, the Surety or bail producer may surrender you in accordance with applicable state law; in such case the full premium shall be returned to the person whose name appears as Payer on the Premium Receipt within 72 hours after the surrender. However, the Surety or bail producer does not have to return the premium, if:

- a. you willfully fail to pay the premium to the Surety or bail producer under the Agreement;
- b. you change your address without prior notice to Surety or bail producer;
- c. you physically hide from the Surety or bail producer;
- d. you leave the state without the Surety’s or bail producer’s permission;
- e. you violate any order of the court;
- f. you fail to disclose information;
- g. you provide false information regarding any failure to appear in court, any previous felony convictions within the past 10 years, or any charges pending in any state or federal court;
or
- h. you knowingly provide the Surety or bail producer with incorrect personal I.D. or use a false name or alias.

2. All statements or descriptions in the Agreement shall be deemed representations and not warranties, and a representation, unless material or fraudulent, will not prevent a recovery on the Bond.

3. 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.

4. This Addendum shall be attached to every Bail Bond Application and Agreement entered into in the State of North Carolina.

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

Signature of Defendant _____

Printed Name of Defendant _____