

Bail Producer Stamp (name, address, phone # and license #):

[Empty box for Bail Producer Stamp]

NORTH CAROLINA MEMORANDUM OF AGREEMENT REGARDING UNPAID PREMIUM

\$ _____

Date: _____

Power No. _____

City: _____ State: _____

- FOR VALUE RECEIVED, I (we), the undersigned Debtor(s), jointly and severally (together and separately), promise to pay to the order of _____ (“Bail Producer”) the principal sum of _____ (\$ _____) owed for the bail bond (“Bond”) of _____ (“Defendant”) at the address shown above in the Bail Producer Stamp box or at such other place as Bail Producer may from time to time designate in writing according to the following payment plan:
 Payment #1: Amount of payment \$ _____ Date payment due: _____
 Payment #2: Amount of payment \$ _____ Date payment due: _____
 Payment #3: Amount of payment \$ _____ Date payment due: _____
 Payment #4: Amount of payment \$ _____ Date payment due: _____
- The entire amount of the then outstanding balance under this agreement shall become due and payable immediately under any one or more of the following events: (i) upon Defendant’s failure to appear in the court for which the Bond was posted at any time required by such court; (ii) upon forfeiture of the Bond; or (iii) if any payment is not received by Bail Producer within ten days following its due date or is returned for insufficient funds or refused for any reason by a financial institution.
- I (we), jointly and severally (together and separately), hereby waive presentment, protest and demand, notice of protest, dishonor and nonpayment of this agreement, and expressly agree that, without in any way affecting my (our) liability under this agreement, Bail Producer may (i) extend the due date or the time of payment of any payment due under this agreement, (ii) accept security or partial payments, (iii) release any party liable under this agreement or any guarantee of this agreement and (iv) release any security now or later securing this agreement. The failure of the Bail Producer to enforce any provision of this agreement, or to declare a default under this agreement, shall not be construed as a waiver of the Bail Producer’s entitlement to payment, shall not be construed as a waiver or modification of the terms of this agreement, and shall not impair the right of the Bail Producer to declare a default or to strictly enforce the terms of this agreement.
- All obligations under this agreement remain in full force and are not terminated, modified or otherwise affected: (i) by revocation of the Bond; (ii) by any change in the status of the Bond or the surety’s liability under the Bond; (iii) by any change in the status of court proceedings for which the Bond was posted; or (iv) by any change in whereabouts or status of the Defendant. This agreement shall become null and void only if all premium amounts and obligations under the Bond have been paid or satisfied, and otherwise, this agreement shall remain in full force and effect.
- If any portion of this agreement or any application of such provision shall be declared by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other applications of such provision or the remaining provisions which shall, to the fullest extent, remain in full force and effect. Any amendment or modification of this agreement must be in writing and signed by both Bail Producer and me (us).
- I (we) agree to all terms and conditions of this agreement. I (we) also agree to pay all collection costs including, without limitation, court costs, reasonable and actual attorneys’ fees and expenses, and any other fees permitted by applicable law.
- The Debtor is, upon Debtor’s request, entitled to a copy of this agreement.

Witness(es):

Debtor(s):

Print Name

Print Name

Signature

Date

Signature (Seal)

Date

Print Name

Print Name

Signature

Date

Signature (Seal)

Date