

BAIL AGENCY: \_\_\_\_\_  
BAIL AGENT: \_\_\_\_\_

BAIL AGENT PHONE#: \_\_\_\_\_

### MEMORANDUM OF AGREEMENT

The Memorandum of Agreement is between the PRINCPAL, INDEMNITOR, and SURETY when in any case some portion of the bond premium payments are to be deferred or paid after the defendant has been released from custody pursuant to North Carolina General Statue 58, Article 71, and Section 167.

- 1. Amount of the bond premium charged: \$ \_\_\_\_\_
- 2. Amount of the bond premium deferred \$ \_\_\_\_\_
- 3. Method and Schedule of Payment
  - A) When will the payment be paid:  
Monthly\_\_\_ Biweekly\_\_\_ Weekly\_\_\_ Daily\_\_\_
  - B) Amount of each payment:
  - C) Due date of each payment:

SEND PAYMENTS TO:  
Whitaker Bail Bonds  
P.O. BOX 26625  
CHARLOTTE NC 28221

Dates Payment Due	Amount

Do not sign this Memorandum of Agreement until after you have read the memorandum thoroughly. Upon the request, you are entitled to a copy of this agreement. Any subsequent modifications of this agreement must be in writing, signed, dated, and kept on the file by SURETY's, with a copy provide to the PRINCIAPAL and INDEMNITORS.

**CONTITIONS OF BOND**

- 1. The Surety, ad bail, shall have control and jurisdiction over the principal during the term for which bond is executed and shall have the right to apprehend, arrest and surrender the principal to the proper officials at any time as provided by law.
- 2. In the event surrender of principal is made prior to the time set for the principal's appearances, and for reason other than as enumerated below in paragraph 3, then payee shall be entitled to a refund to the bond premium.
- 3. It is understood and agreed that the happening of any one of the following events shall constitute a breach of principal's obligation to the SURETY hereunder, and the SURETY shall have the right to forthwith apprehend, arrest and surrender principal, and principal shall have no right to any refund or premium whatsoever. Said events which shall constitute a breach of principal's obligation hereunder are:
  - a) If the principal shall depart the jurisdiction of the court without the written consent of the court and the SURETY or its Agent.
  - b) If the principal shall move from one address to another without notifying the SURETY or its Agent in writing prior to said move
  - c) If principal shall commit any act which shall constitute reasonable evidence of principal's intention to cause a forfeiture of said bond.
  - d) If principal is arrested and incarcerated for any other offices other than a minor traffic violation
  - e) If principal shall make any material false statement in the application.
  - f) If any said premium is not paid on the bond.

**Principal acknowledgement:** I have read and may request a copy of these conditions. I fully understand and agree that any breach of the conditions listed above may result in surrender.

**Indemnitor acknowledgement:** I have read and may request a copy of these conditions and understand and agree that should any breach of the conditions listed above occur, I may request/consent that the principal be surrendered by surety and agree to pay all costs incurred by Surety as a result of this undertaking. However, I do understand and agree that the Surety has no legal duty to comply with said Request/consent made by indemnitor.

Signature of Principal: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Indemnior1: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Indemnior2: \_\_\_\_\_ Date: \_\_\_\_\_