



# ALLEGIANCE

## CUSTOMS BROKERAGE

### **REQUIRED DOCUMENTS FOR VALIDATION OF POWER OF ATTORNEY**

- 1) Properly completed Power of Attorney, along with signature of corporate officer, and a signature from a witness. If not a corporation, (Ex: LLC, DBA, Individual, Sole Proprietorship, etc.) – page 2 of the Power of Attorney should be notarized.
- 2) Copy of Driver's License or copy of Passport, of the officer that will sign the Power of Attorney.
- 3) Copy of "Certificate of Incorporation".

These requirements are mandated by Homeland Security. We are required to keep these documents on file for all Importers of Record.

Failure to comply with any of these requirements will prohibit Allegiance from processing any shipments for your company.

We appreciate your cooperation

Sincerely,

Allegiance Customs Brokerage



# ALLEGIANCE

## CUSTOMS BROKERAGE

### NOTICE TO CLIENTS / PROSPECTIVE CLIENTS

#### COMPLETING A POWER OF ATTORNEY

Allegiance Customs Brokerage has implemented a new policy concerning acceptance of Customs Powers of Attorney:

- The only acceptable form of power of attorney will be the Allegiance designed Form, available by download at the Allegiance website
- The form must be completed in full and according to the instructions. Any incomplete or questionable form will be returned for completion or clarification.
- Powers of Attorney will be validated as follows:
  - The existence of the business will be verified
  - The business and the signatory will be checked against restricted entities lists
  - The business information will be checked against Customs files (names, address)
  - In the event discrepancies arise during this process, you will be notified for clarification or other action as may be necessary.

It is not Allegiance Customs Brokerage's desire to impose undue hardship on any client or prospective client; however, in the current regulatory environment, it is in the best interests of all parties concerned that these procedures be implemented.

Thank you for your understanding and cooperation.

## **U.S. Customs Brokers Power of Attorney Instructions**

### ***What is a Power of Attorney?***

A power of attorney is a legal instrument authorizing an entity or person to act as the attorney or agent of the grantor. Allegiance Customs Brokerage requires that all clients provide a valid power of attorney in order that we may transact U.S. Customs Business as required by law or regulation on our client's behalf.

### ***Power of Attorney facts:***

U.S. Customs business as referred to includes but is NOT limited to: to make, endorse, sign, declare or swear to any request for immediate delivery, entry, withdrawal, declaration, certificate, bill of lading, protest, affidavit or document required for drawback or clearance of merchandise into the U.S. or other action performed on behalf of the principal as required by law or regulation.

Powers of Attorney may be granted by both resident and non-resident individuals, partnerships, corporations and sole proprietorships.

Powers of attorney should be executed on the Allegiance Customs Brokerage, LLC, general Power of attorney form which includes the terms and conditions prescribed in customs Form 5291.

The original signed and sealed power of attorney must be forwarded to:

**Allegiance Customs Brokerage**

**101 Devant St.**

**STE 301**

**Fayetteville, GA 30214**

1 IRS # \_\_\_\_\_ Social Security # \_\_\_\_\_ 2 Bond #: \_\_\_\_\_

3 Circle appropriate:      Individual                  Partnership                  Corporation                  Sole Proprietorship

**CUSTOMS POWER OF ATTORNEY**

IF YOU ARE THE IMPORTER OF RECORD, PAYMENT TO THE BROKER WILL NOT RELIEVE YOU OF LIABILITY FOR CUSTOMS CHARGES (DUTIES, TAXES, OR OTHER DEBTS OWED CUSTOMS) IN THE EVENT THE BROKER DOES NOT PAY THE CHARGES, THEREFORE, IF YOU PAY BY CHECK, CUSTOMS CHARGES MAY BE PAID WITH A SEPARATE CHECK PAYABLE TO THE U.S. CUSTOMS SERVICE, WHICH SHALL BE DELIVERED TO CUSTOMS BY THE BROKER.

KNOW ALL MEN BY THESE PRESENTS: THAT 4 \_\_\_\_\_ hereinafter THE CUSTOMER a corporation doing business under the laws of the state of 5 \_\_\_\_\_ or a 6 \_\_\_\_\_ doing business as 7 \_\_\_\_\_ residing at 8 \_\_\_\_\_ having an office and place of business at 9 \_\_\_\_\_ hereby constitutes and appoints **ALLEGIANCE CUSTOMS BROKERAGE, LLC**, a licensed Customs Broker, hereinafter, THE COMPANY, to act through any of its licensed officers and employees specifically authorized to act for such corporation, pursuant to the Power of Attorney filed by THE COMPANY with the District Director of Customs, as the true and lawful agent and attorney of THE CUSTOMER for and in the name, place and stead of THE CUSTOMER from this date and in all Customs districts.

**TERMS AND CONDITIONS**

**Appointment:** In connection therewith, THE COMPANY is appointed to do the following:

- (a) To make, endorse, sign, declare or swear to any entry, withdrawal, declaration, certificate, bill of lading, carnet or any other document required by law or regulation in connection with the importation, transportation, or exportation of any merchandise shipped or consigned by or to THE CUSTOMER
- (b) To perform any act or condition which may be required by law or regulation in connection with such merchandise.
- (c) To receive any merchandise deliverable to THE CUSTOMER
- (d) To make endorsements on bills of lading conferring authority to transfer title, make entry or collect drawback
- (e) To make, sign, declare or swear to any statement, supplemental schedule, certificate of delivery, certificate of manufacture, certificate of manufacture and delivery, abstract of manufacturing records, declaration of proprietor on drawback entry, declaration of exporter on drawback entry, or any other affidavit of document which may be required by law or regulation for drawback purposes, regardless of whether such bill of lading, sworn statement, schedule, certificate, abstract, declaration or other affidavit or document is intended for filing in any Customs district.
- (f) To sign, seal and deliver for an as the act of THE CUSTOMER any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise exported with or without benefit of drawback, or in connection with the entry, clearance, lading, unloading or navigation of any vessel or other means of conveyance owned or operated by THE CUSTOMER and any and all bonds which may be voluntarily given and accepted under applicable laws and regulations, consignees and owners declarations provided for in section 485, Tariff Act of 1930, as amended or affidavits in connection with the entry of merchandise
- (g) To sign and swear to any document and perform any act that may be necessary or required by law or regulation in connection with the entering, clearing, lading, unloading or operation of any vessel or other means of conveyance owned or operated by THE CUSTOMER
- (h) To receive, endorse, and collect checks issued for Customs duty refunds in THE CUSTOMERS name drawn on the Treasurer of the United States
- (i) If THE CUSTOMER is a non-resident of the United States, to accept service of process on behalf of THE CUSTOMER
- (j) To generally transact at the customhouses in any district and all custom business, including making, signing and filing of protests under section 514 of the Tariff Act of 1930, in which THE CUSTOMER is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney, giving to said attorney full power and authority to do anything whatever requisite and necessary to be done in the premises as fully as THE CUSTOMER could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents: and
- (k) To make endorsements and negotiate and cash any checks and drafts payable to third parties from Customs and any Customs business including without limitation, steamship companies, airlines and other carriers.
- (l) To authorize other Custom Brokers to act as CUSTOMERS agent
- (m) THE CUSTOMER grants ALLEGIANCE CUSTOMS BROKERAGE, LLC the explicit authority to appoint another Customs Broker to perform and transact Customs business on behalf of THE CUSTOMER. This appointment will create a direct relationship between THE CUSTOMER and the appointed broker

**Terms and Conditions:** THE CUSTOMER acknowledges that it has reviewed the terms and conditions of ALLEGIANCE CUSTOMS BROKERAGE, LLC. THE CUSTOMER agrees that all business transacted by ALLEGIANCE CUSTOMS BROKERAGE, LLC is under the terms and conditions contained on this form

**Terms of Payments and Late Payment Penalty:** THE CUSTOMER further agrees to pay the full balance due to ALLEGIANCE CUSTOMS BROKERAGE, LLC IN ACCORDANCE WITH THE PAYABLE ON DATE, WHICH APPEARS ON EACH INVOICE ISSUED TO THE CUSTOMER OR WITHIN 15 DAYS FROM THE INVOICE DATE. This balance may include, but is not limited to, costs incurred, compensation for the services of ALLEGIANCE CUSTOMS BROKERAGE, LLC, adjusted duty, adjusted freight charges, demurrage and other costs and expenses. In the event such sums are not timely paid, THE CUSTOMER agrees that ALLEGIANCE CUSTOMS BROKERAGE, LLC, may in addition to exercising any other rights not herein described, (1) terminate the relationship hereunder, and/or (2) suspend all further services including the withholding of clearances/forwarding

and documents on current shipments (3) claim a general lien on any and all of THE CUSTOMERS property (and any documents relating thereto) in its possession, custody or en route (4) be deemed to have the same priority as the Government under 11 U.S.C. 507 in connection with payment of Customs duties on behalf of THE CUSTOMER (5) apply any funds from third party checks as a full and complete set-off of all monies due to it by THE CUSTOMER (6) impose a **late penalty fee of 1.5 percent per month (18% per year)** on any portion of THE CUSTOMERS account not paid as of the date of invoice.

**Attorney Fees:** Should ALLEGIANCE CUSTOMS BROKERAGE, LLC consult with an attorney or a collection agency to enforce any of the provisions herein and/or those provisions set forth in the aforementioned Terms and Conditions of Service which have been breached by THE CUSTOMER, THE CUSTOMER, its owners, shareholders, partners agree that in addition to other relief to which ALLEGIANCE CUSTOMS BROKERAGE, LLC may be entitled, THE CUSTOMER, its owners, shareholders, or partners will pay all costs and expenses incurred by ALLEGIANCE CUSTOMS BROKERAGE, LLC including actual attorney fees incurred (1) whether or not legal action or arbitration is instituted (2) in the enforcement or collection of any judgment or (3) on any appeal thereof. In the event an action is instituted THE CUSTOMER agrees that the aforementioned sums may be added to the judgment as costs, and enforceable in the same way as any other sum due in respect of said judgment.

**ALLEGIANCE CUSTOMS BROKERAGE, LLC'S Limit of liability is fifty (\$50.00) dollars per shipment. Shipments are not insured by ALLEGIANCE CUSTOMS Brokerage, LLC unless THE CUSTOMER requests insurance in writing and ALLEGIANCE CUSTOMS BROKERAGE, LLC confirms insurance in writing.**

All terms and conditions are governed under the laws of the State of Georgia

**Termination:** The foregoing Power of Attorney is to remain in full force and effect until notice of termination in writing is duly given by either, THE CUSTOMER or ALLEGIANCE CUSTOMS BROKERAGE, LLC to the other and to the District Director of Customs, specifying the date of termination. Termination is effective only upon receipt of notice of termination by both the non-terminating party and a District Director of Customs. If THE CUSTOMER is a partnership however, this Power of Attorney shall have no force or effect after the expiration of two (2) years from the date of execution.

IN WITNESS WHEREOF, THE CUSTOMER 10 \_\_\_\_\_ has caused these present to be sealed and signed:

(signature) 11 \_\_\_\_\_ Print Name 12 \_\_\_\_\_

(Capacity) (Must be Corporate Officer if Corporation) 13 \_\_\_\_\_ Date 14 \_\_\_\_\_

Witness: Signature 15 \_\_\_\_\_ Name \_\_\_\_\_

Signature 15 \_\_\_\_\_ Name \_\_\_\_\_

16 Notary Seal required for Powers of Attorney granted by individuals:  
signature \_\_\_\_\_

Date \_\_\_\_\_ Seal \_\_\_\_\_



# ALLEGIANCE

## CUSTOMS BROKERAGE

### **To all Allegiance Customs Brokerage Customers**

Please fill out the attached power of attorney form following the instructions below. Upon completion, fax a copy back to us at the above number and forward the original to us by mail. Thank you for your time in this matter and please do not hesitate to contact us if you have a question. Please read the entire sheet for there are a number of items that must be completed in order for you to be in compliance with U.S. Customs.

### **Instructions for completing a power of attorney**

#### **Individual or Partnership**

1. Partnership's IRS number or Individual's SS number.
2. Continuous Surety Bond number if known.
3. Please circle appropriate business type. If a limited partnership, it is required under U.S. Customs regulations that you provide a copy of the partnership agreement to accompany this power of attorney.
4. Full name of individual, or if a partnership, full names of **all partners**. If a limited partnership, the firm's name and names of **all the general partners**. (If needed, you may attach an addendum)
5. partnership's or individual's N/A.
6. Complete as Individual, Partnership, Sole Proprietorship or Incorporated Association.
7. If a fictitious name, complete with trade name or fictitious business name you are operating under. Please note D.B.A. – you are also authorized under state law.
8. For individuals, only enter your place of residence.
9. For all others, enter your business address here.
10. Enter the name of the grantor. For a partnership, either the names of each of the general partners or the partnership name if registered to do business under that name with the state. For an individual use his or her name.
11. Signature of the person executing the power of attorney. For partnership, any of the general partners can sign, please print your name after the signature.
12. Print Name
13. Enter the capacity of person signing the power of attorney
14. The date the power of attorney was issued.
15. Witnesses are not required.
16. If no corporate seal is available, please write "no seal".

#### **Corporation**

1. Corporation's IRS number.
- 2 – 3 Same as above
4. Full name of the Corporation as it appears in the records.
5. The state, province, or foreign country of the incorporation.
- 6 – 8 N/A
9. Corporation's address.
10. Same as on line 4.
11. Signature of the person executing the power of attorney. The signatory must be a corporate officer. The capacity of the signatory (title). (President, Treasurer, Vice President, Secretary, CEO, CIO, COO, Partner, Member, Manager, Director, Owner or other Duly Authorized Representative, which may require supporting documentation to establish authority). Please call us if you are unsure if you can properly sign this power of attorney. Please print your name after your signature.
- 12 – 15. Same as above.

**U.S. Corporations:** If the Grantor is a Corporation and the signatory is not the President, Treasurer, Vice President, Secretary, CEO, CFO, CIO, or COO, the attached “Corporate Certification” must be completed and returned attesting to the authority of the signatory to sign the Power of Attorney. If a “Corporate Certification” is not provided, a letter from a duly authorized officer of the corporation is required and the letter must certify that the signatory is authorized to sign the Power of Attorney by resolution of the Board of Directors, consistent with the articles of incorporation and bylaws of the Corporation.

**U.S. Partnerships and Sole Proprietorships:** If the Grantor is a General Partnership, the Grantor shall state on a separate addendum the names of all Partners who have authority to execute the Power of Attorney on behalf of the General Partnership. If the Grantor is a Limited Partnership, the Grantor shall provide with the Power of Attorney (1) a separate addendum with the names of the General Partners that are authorized to bind the Limited Partnership, and (2) a copy of the Limited Partnership Agreement in order to certify the names of the General Partners who are authorized to execute the Power of Attorney. If the signatory is not a Partner of the Partnership or an Owner of the Sole Proprietorship, a letter from the Partnership or Owner must be provided certifying that the signatory is authorized to sign the Power of Attorney under the terms of the Partnership or the Sole Proprietorship.

**Foreign (Non-Resident) Grantors:** Except for foreign Grantors that are Individuals, all foreign Grantors that are not qualified to conduct business in the United States (Non-Residents) must complete the attached “Corporate Certification”. If no “Corporate Certification” is provided, then other written evidence establishing the authority of the signatory to execute the Power of Attorney on behalf of the Grantor must be provided. The “Corporate Certification” or other written evidence must be consistent with the laws of the foreign country (and any applicable province).



INFORMED COMPLIANCE QUESTIONNAIRE

Name of Importer: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone No. \_\_\_\_\_

Importer Number:/EIN Number: EIN Number \_\_\_\_\_ SS Number: \_\_\_\_\_

Customs Assigned Number: \_\_\_\_\_

Bond Information: Bond Number \_\_\_\_\_ Surety Code: \_\_\_\_\_

Amount: \_\_\_\_\_ Effective Date: \_\_\_\_\_

ACH Account /Payer Unit Number: \_\_\_\_\_

C-TPAT Participant? \_\_\_\_\_ Validated? \_\_\_\_\_ Certified? \_\_\_\_\_ SVI # \_\_\_\_\_

Description of Merchandise: \_\_\_\_\_

HTS# (if known) \_\_\_\_\_

Country of Origin (s): \_\_\_\_\_

1. Are you a first time Importer? Yes: \_\_\_\_\_ No: \_\_\_\_\_

2. Are you related to the supplier of your merchandise? Yes: \_\_\_\_\_ No: \_\_\_\_\_

3. Is your merchandise legally marked with the country of origin and any other Marking Requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_

4. Is your merchandise subject to any other government agency requirements? Please check as appropriate: Yes: \_\_\_\_\_ No: \_\_\_\_\_

FDA \_\_\_\_\_ EPA \_\_\_\_\_ FCC \_\_\_\_\_ ATF \_\_\_\_\_ TSCA \_\_\_\_\_  
F&W \_\_\_\_\_ Other \_\_\_\_\_ DOT \_\_\_\_\_ CPSC \_\_\_\_\_

5. Is your merchandise subject to any quota or countervailing duty and or anti-dumping action? Yes: \_\_\_\_\_ No: \_\_\_\_\_

6. Were the goods obtained pursuant to a purchase or agreement to purchase? (Letter of Credit) Yes: \_\_\_\_\_ No: \_\_\_\_\_

7. Do you pay any buying, selling, royalty commissions(s)? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Do you pay other indirect payment? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Do you provide any materials/molds/tools/engineering work/plans or sketches not included in the purchase price on the import invoice? Yes: \_\_\_\_\_ No: \_\_\_\_\_

8. Do your invoices reflect the actual price paid, correct quantity, description and country of origin of your imported merchandise? Yes: \_\_\_\_\_ No: \_\_\_\_\_

9. Does your company export any foreign goods they import and pay duty on? Yes: \_\_\_\_\_ No: \_\_\_\_\_

10. Do you have administrative/Binding rulings on your merchandise? Yes: \_\_\_\_\_ No: \_\_\_\_\_

11. Does any of your merchandise qualify for reduced duty rates under the following programs: Yes: \_\_\_\_\_ No: \_\_\_\_\_

GSP \_\_\_\_\_ CBI \_\_\_\_\_ NAFTA \_\_\_\_\_ CAFTA \_\_\_\_\_ ATPDEA \_\_\_\_\_

U.S. Goods Assembled or Repaired Abroad \_\_\_\_\_ U.S. Goods Returned \_\_\_\_\_ CBTPA \_\_\_\_\_

If your merchandise consists of U.S. Goods Returned, are the goods the growth, production and manufacture of the United States and are they being returned without having been advanced in value? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Also, has no other drawback been claimed on the merchandise? Yes: \_\_\_\_\_ No: \_\_\_\_\_

12. Does your merchandise contain any unauthorized copyrighted or trademarked material? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Certification: I have completed this questionnaire to the best of my knowledge and ability. I understand that the information contained herein will be used to prepare Customs entries on behalf of our Company. Declarations made in error based upon this information are the responsibility of the Importer of Record.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_





# ALLEGIANCE

## CUSTOMS BROKERAGE

### Agreement

It is understood that all services provided are subject to the standard terms and conditions as issued by the NCBFAA, and agreed to by the undersigned. A copy of these terms and conditions are supplied at the time Power of Attorney is issued. Please advise if you require an additional copy of the terms and conditions.

Allegiance Customs Brokerage will not be responsible for any liability whatsoever in conjunction with the late filing of any ISF if the required data is not received a minimum of 72 hours in advance of loading the exporting vessel.

**Pricing:** USD \$50.00 per ISF  
(\$2.50 ea. Additional House Bill after one HB per ISF)  
(\$2.50 for ea. Additional HTS/Classification after the first)  
  
USD\$35.00 per ISF Amendment/Update after initial filng.

Importer or Client Contact: \_\_\_\_\_ (Please print name)

Signature: \_\_\_\_\_ Title: \_\_\_\_\_



# ALLEGIANCE

## CUSTOMS BROKERAGE

### **Importer Security Filing (ISF)**

Customs now requires an Importer Security Filing on all cargo entering the United States by vessel. The ISF must be filed with Customs at least 24 hours prior to the cargo being loaded on board the exporting vessel destined for the U.S. This is a new requirement that was implemented in January 2009. Much of the additional "10" filing elements, should appear on the commercial invoice the importer usually receives from the shipper; however, "Consolidator", "Container Stuffing Location" and "Ship To" are new data elements. We have an ISF Worksheet for Importers to give their Suppliers to use which will allow us to prepare and file the ISF on behalf of the Importer. There are no penalties for late filing or non-filing for the first year, however, effective January 26, 2010, the penalty phase will be implemented and enforcement will begin. The maximum penalty will be \$5,000 per violation. Customs recommends that Importers begin showing an effort to comply and start filing as soon as possible during the flexible enforcement period, (Jan 2009 – Jan 2010). Customs will use the importer's prior history as a mitigating factor in reducing a potential penalty.

## **Importer Security Filing (10+2) Data Elements Instruction Sheet**

- 1 **Seller Name and Address**

Name and address of the last known entity by whom the goods were purchased from or agreed to be purchased from. If the goods are to be imported otherwise than in pursuance of a purchase, the name and address of the owner of the goods must be provided. Postal (ZIP) must be included.
- 2 **Buyer Name and Address**

Name and address of the last known entity to whom the goods are sold or agreed to be sold. If the goods are to be imported otherwise than in pursuance of a purchase, the name and address of the owner of the goods must be provided. Postal (ZIP) must be included.
- 3 **Importer of Record OR FTZ applicant identification number:**

Internal Revenue Service (IRS) number, Employer Identification Number (EIN), Social Security Number (SSN), or CBP assigned number of the entity liable for payment of all duties and responsible for meeting all statutory and regulatory requirements incurred as a result of importation. The importer of record for the Importer Security Filing purposes is the same as "importer number" on CBP Form 3461. For goods intended to be delivered to a FTZ, the IRS number, EIN, SSN or CBP assigned number of the party filing the FTZ documentation with CBP must be provided. Postal (ZIP) must be included.
- 4 **Ship To / Consignee Name and Address**

Provide the name and address of the first deliver-to party scheduled to physically receive the goods after the goods have been released from Custom's custody. For compliance on this entry, CBP is looking for the actual deliver to name and address, not a corporate office. You may provide the name and address of an inland distribution center if the specific ship to name/address is unknown at the time of the ISF filing. If no information is known provide the name and address of the facility where the goods will be unladen. A Duns number may be used in lieu of the name and address. Postal (ZIP) must be included.
- 5 **Ship To / Consignee IRS #**

Internal Revenue Service (IRS) number, Employer Identification Number (EIN), Social Security Number (SSN), or CBP assigned number of the individual(s) or firm(s) in the U.S. on whose account the merchandise is shipped. This element is the same as the 'consignee number' on CBP Form 3461.
- 6 **Container Stuffing Location**

Name and address(es) of the physical location(s) where the goods were stuffed into the container. For break bulk shipments, the name and address of the physical location where the goods were made "ship ready" must be provided. A Duns number may be used in lieu of the name and address. Postal (ZIP) must be included.
- 7 **Consolidator (stuffer) name and address**

Name and address of the party who stuffed the container or arranged for the stuffing of the container. If no consolidator was used e.g., factory loaded, ex-works shipment, then provide the name and address of the manufacturer/supplier. For break bulk shipments, the name and address of the party who made the goods "ship ready" must be provided. In lieu of the name and address, a Duns number may be used. Postal (ZIP) must be included.
- 8 **HTS Number at 6 digit level:**

Duty/statistical reporting number under which the article is classified in the HTS. You must provide the first six digits of the tariff number for each commodity that you are importing. The HTS number is required to be provided to the 6-digit level. The HTS number may be provided up to the 10-digit level. This element is the same as the "H.S. number" on CBP Form 3461 and can only be used for entry purposes if it is provided at the 10-digit level or greater.
- 9 **Country of Origin**

Country of manufacture, production, or growth of the article, based upon the import laws, rules and regulations of the U.S. This element is the same as the "country of origin" on CBP Form 3461.
- 10 **Manufacturer (or supplier) name and address**

Name and address of the entity that last manufactures, assembles, produces, or grows the commodity or name and address of the supplier of the finished goods in the country from which the goods are leaving. In the alternative, the name and address of the manufacturer (or supplier) that is currently required by the import laws, rules and regulations of the U.S. (i.e., entry procedures) may be provided (this is the information that is used to create the existing manufacturer identification (MID) number for entry purposes.)
- 11 **Bill of Lading**

Customs requires that the lowest bill of lading be reported with SCAC Code. If this is a direct full container shipment what a steamship line then the steamship line bill of lading must be reported. If the shipment is LCL cargo moving with an NVOCC then the House bill of lading should be reported as will be transmitted by the NVOCC in AMS. \*\*It should be noted that carriers and NVOCC's are no longer issuing booking numbers, they are now providing bills of lading numbers at the time of making the cargo reservation. A booking number is not acceptable for compliance with the ISF filing.\*\*
- 12 **Container Number**

This field is Optional. If the information is known, it should be reported. This field requires the full container number, prefix and check digit along with type/size of the container. The filing of this information will be beneficial in the tracking of your cargo.



## Terms & Conditions of Service

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

### 1. Definitions.

- (a) "Company" shall mean *ALLEGIANCE CUSTOMS BROKERAGE, LLC*, its subsidiaries, related companies, agents and/or representatives;
- (b) "Customer" shall mean the person for which the Company is rendering service, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;
- (c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- (d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";
- (e) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

**2. Company as agent.** The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging for transportation services or other logistics services in any capacity other than as a carrier.

### 3. Limitation of Actions.

- (a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within ninety (90) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.
- (b) All suits against Company must be filed and properly served on Company as follows: (i) For claims arising out of ocean transportation, within one (1) year year from the date of the loss;
- (ii) For claims arising out of air transportation, within two (2) years from the date of the loss;
- (iii) For claims arising out of the preparation and/or submission of an import entry(s), within seventy five (75) days from the date of liquidation of the entry(s);
- (iv) For any and all other claims of any other type, within two (2) years from the date of the loss or damage.

**4. No Liability For The Selection or Services of Third Parties and/or Routes.** Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

**5. Quotations Not Binding.** Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

### 6. Reliance On Information Furnished.

- (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customers behalf;
- (b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.
- (c) Customer acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines and represents that Company is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Customer in order to provide the certified weight to the steamship lines. The Customer agrees that it shall indemnify and hold the Company harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable statements of the weight provided by the Customer or its agent or contractor on which the Company relies.

**7. Declaring Higher Value To Third Parties.** Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

**8. Insurance.** Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

### 9. Disclaimers; Limitation of Liability.

- (a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;
- (b) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).
- (c) In the absence of additional coverage under (b) above, the Company's liability shall be limited to the following:
  - (i) where the claim arises from activities other than those relating to customs business, \$50.00 per shipment or transaction, or

(ii) where the claim arises from activities relating to "Customs business," \$50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;

(d) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, even if it has been put on notice of the possibility of such damages, or for the acts of third parties.

**10. Advancing Money.** All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

**11. Indemnification/Hold Harmless.** The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

**12. C.O.D. or Cash Collect Shipments.** Company shall use reasonable care regarding written instructions relating to "Cash/Collect on Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

**13. Costs of Collection.** In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15 % per annum or the highest rate allowed by law, whichever is less unless a lower amount is agreed to by Company.

**14. General Lien and Right To Sell Customer's Property.**

(a) Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;

(b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.

(c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

**15. No Duty To Maintain Records For Customer.** Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

**16. Obtaining Binding Rulings, Filing Protests, etc.** Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

**17. No Duty To Provide Licensing Authority.** Unless requested by Customer in writing and agreed to by the Company in writing, Company shall not be responsible for determining licensing authority or obtaining any license or other authority pertaining to the export from or import into the United States.

**18. Preparation and Issuance of Bills of Lading.** Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

**19. No Modification or Amendment Unless Written.** These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

**20. Compensation of Company.** The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

**21. Force Majeure.** Company shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Agreement, resulting from circumstances beyond the control of either Company or its sub-contractors, including but not limited to: (i) acts of God, including flood, earthquake, storm, hurricane, power failure or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment, (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (ix) strikes, lockouts or other labor conflicts.

**22. Severability.** In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in Full force and effect. Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

**23. Governing Law; Consent to Jurisdiction and Venue.** These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of *Georgia* without giving consideration to principles of conflict of law.  
Customer and Company

(a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of ; *Georgia*

(b) agree that any action relating to the services performed by Company, shall only be brought in said courts;

(c) consent to the exercise of *in personam* jurisdiction by said courts over it, and

(d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.



# ALLEGIANCE

## CUSTOMS BROKERAGE

### **CUSTOMS BONDS**

Customs requires the filing of a Customs bond for merchandise entered on a formal entry. The Customs bond guarantees to Customs that, in the event the importer does not pay the Customs duties, increased Customs duties, fines or penalties, etc., the bonding company will pay Customs any funds due Customs, that the Importer fails to pay. Having a Customs bond does not alleviate the Importer's debt to Customs. If the bonding company does have to make a payment on behalf of the Importer, the bonding company will proceed against the Importer for damages. There are different types of Customs bonds, more specifically – two for entry and two for ISF (Importer Security Filing):

a:) Single Transaction Bonds; and b:) Continuous Bonds

A Single Transaction Bond (STB), is good for only one transaction. The amount of the bond is based on the type of merchandise being entered, the value of the shipment and duties associated with the merchandise. Customs requires larger bonds for importations of merchandise subject to visa and quota restrictions (such as textiles and wearing apparel) and merchandise subject to release/regulation by other federal government agencies (such as the Food & Drug Administration - FDA, Department of Transportation – DOT, Fish and Wildlife – FWS, FCC, USDA, etc).

The Continuous Bond is good for one year and must be filed in an amount equal to 10% of the estimated duties and taxes to be paid. The minimum Continuous Bond that can be filed is \$50,000. Customs requires a bond application detailing the amount of merchandise the importer has entered in the previous year and the amount the importer plans to import within the next year, for each Continuous Bond request. Since a Customs bond will also be required for the Importer Security Filing, we are advising importers to obtain Continuous Bonds rather than use Single Transaction Bonds. The ISF may be considered a separate transaction from the customs entry.

A Single Transaction ISF Bond / ADDENDUM D ISF Bond is good for only one ISF transaction. The amount of the bond is based on the limit of liability for ISF Filing, which is \$10,000.

A Continuous Bond can also be obtained for ISF Filings. This is a 'stand alone' bond used specifically for ISF filing purposes. The ISF Continuous Bond is written in the amount of \$50,000.



ENDURANCE REINSURANCE CORPORATION OF AMERICA  
AND  
NAVIGATORS INSURANCE COMPANY  
(Hereinafter "The Company")

**CUSTOMS BOND APPLICATION**  
**ACTIVITY CODE 1 – IMPORTER / BROKER**

- New Bond or
- Replacement of Existing Bond (include CBP letter of insufficiency if applicable)

Importer Name: \_\_\_\_\_  
(If an individual or sole proprietor please include the natural names of the principals and their DBA, if a partnership please provide partnership agreement or names of General Partners).

Importer Address: \_\_\_\_\_  
(Physical mandatory & PO Box if applicable): \_\_\_\_\_

Importer Number: \_\_\_\_\_  
(if co-principals exist, please attach an additional sheet. If users or unincorporated divisions exist, please list name and IRS suffix on a separate form)

State of Incorporation (if a corporation):

Commodities Imported	Country of Origin

Total value of goods imported in the last year: \_\_\_\_\_

Total duties, taxes and fees paid to CBP last year: \_\_\_\_\_

Estimated value of goods imported for the next year: \_\_\_\_\_

Estimated duties, taxes and fees for the next year: \_\_\_\_\_

\*if no import activity exists, please provide estimates for the next year only

Bond Liability Required (subject to \$50,000 minimum): \$

- Are any commodities subject to antidumping/countervailing duties?  YES  NO
- Does or will the principal pay duties, taxes or fees via Periodic Monthly Statement?  YES  NO
- Does this bond require:  Reconciliation Rider  U.S. Virgin Island Rider



## AGREEMENT OF INDEMNITY

KNOW ALL MEN BY THESE PRESENTS, that whereas at the request of the aforesaid Principal, hereinafter referred to as "Principal" or the "Indemnitor(s)" and upon condition that this instrument be executed, the Company has executed, or may hereafter executed bonds on behalf of said Principal.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Indemnitors, for themselves, their heirs, executors, administrators, successors and assign jointly and severally hereby covenant and agree with the Company, its successors, assigns, authorized agents, co-sureties and reinsures hereinafter collectively referred to as "Company" in the manner following:

1. To indemnify and to hold the Company harmless from and against any and all demands, liabilities, losses, costs, damages, attorneys' fees and expenses of whatever kind or nature which arise by reason of, or in consequence of, the execution by the Company of any bond on their behalf and whether or not the company shall have paid any sums in partial or complete payment thereof, including, but not limited to: sums paid including interest, or liabilities incurred in settlement of claims; expenses paid or incurred in connection with claims, suits, or judgment under its bonds; expenses paid incurred in enforcing the terms of this Agreement; expenses paid or incurred in procuring or attempting to procure release from liability under its bond by the Company; expenses incurred in recovering or attempting to recover losses or expenses paid or incurred: attorney's fees, costs or expenses; investigation, accounting, or engineering services; adjustment of claims; premiums on bonds issued by the Company on behalf of the Principal.

2. On request of the Company, to procure the discharge of the Company from any bond, and all liability by reason thereof, whether or not there has been a claim made against the Company. The Company shall have every right, defense, or remedy which a personal surety without compensation would have, including the right of exoneration and replevin to take possession of the merchandise under bond upon the occurrence of any violation of the terms and condition of the bond.

3. If, for any reason, the Company shall be required or deem it necessary to set up a reserve in any amount to cover any contingent claim, loss, costs, attorneys' fees and disbursements, or other expenses in connection with any of said bond it may issue, and regardless of any proceedings contemplated or taken by the Indemnitors or the pendency of any appeal, to immediately upon demand deposit with the Company an amount sufficient to cover such reserve and any increase thereof. Such funds are to be held by the Company as collateral, in addition to the indemnity afforded by this instrument, with the right to use such funds, or any part thereof, at any time, in payment or compromise of any judgments, claims, liability, loss, damage, attorneys' fees and disbursements, or other expenses.

4. To agree to the following general provisions:

a. Any property of any kind which may have been, or may hereafter be, pledged as collateral security on any one or more of such bonds may, at the option of the Company, be retained as collateral security on any or all bonds coming within the scope of this agreement, whether theretofore or thereafter executed and whether or reinsured by the Company, and for the full and complete performance in all respects of the covenants of the Indemnitors under this Agreement. In the case of any breach of the covenants of the Indemnitors, or in case the Company shall deem it advisable to raise money for the purpose of meeting any actual or prospective claim or demand under any such bond, or to pay any expenses incurred in connection therewith, the Company shall have full power and authority without notice to the Indemnitors or any one of them, to negotiate or redeem any checks, certificates of deposit, or to draw upon any letters of credit, and to use all the proceeds or such part thereof as may be necessary, in order to protect itself against loss, costs, damages, attorneys' fees and expenses as aforesaid. After deducting all the legal and other costs and all such loss, costs, damages, attorneys' fees and expenses as aforesaid, and all premiums due the Company for any such bond or bonds, the Company shall return the remainder of such collateral, if any, to the person or persons legally authorized to receive the same, provided the Company shall not be responsible for any loss resulting to the said property from any cause other than the act or neglect of its officers or employees. The Company shall in no event be responsible to depositor or any other party for interest or loss of interest on such deposits;

b. The Company may, at any time hereafter, without releasing or discharging the Indemnitors from any claim, demand, damage, action, costs, liability, or any other expense theretofore incurred or accrued, take such action as it might deem necessary or proper to obtain its release from any and all liability under the said bond and the Indemnitors further agree that they shall further secure and indemnify the Company against any and all charges, liabilities, attorneys' fees and expenses of whatever nature which the Company may sustain or incur or be put to in obtaining such release;

c. The Indemnitors agree to give the Company prompt notice in writing of any facts which might give rise to any action against the Company upon any bond. In the event the Indemnitors fail to petition, protest, defend or settle any such action taken by the Oblige under the bond, the Indemnitors agree that the Company may petition, protest, defend or settle such action to protect the Company's interests by whatever means it may deem appropriate. The determination as to whether any such action shall be petitioned, protested, defended or settled shall be binding and conclusive upon the Indemnitors, and the result of any such petition, protest, defense or settlement shall be binding in whole or in part as if such were the act of the Indemnitors. The voucher or other evidence of payment shall be prima facie evidence of the fact and extent of the Indemnitors' liability to the Company; Liability hereunder shall extend to and include the full amount and of any and all money paid by the Company in settlement or compromise of any such action thereunder in good faith under the belief that it was liable therefore, whether liable or not, as well as any and all disbursements on

account of costs, attorneys' fees and expenses as aforesaid, which may be made under the belief that such were necessary, whether necessary or not. The Indemnitors understand that any such steps taken to petition, protest, defend or settle any action by the Oblige under the bond, whether such steps are initiated by the Indemnitors of the Company, does not excuse the Indemnitors from the timely payment of bills for the bond or for amounts paid in the pursuance thereof;

d. Principal understands that bonds are a credit relationship and hereby authorizes the Company to gather such credit information it considers necessary and appropriate for purposes of evaluating whether such credit should be effected or continued. Upon request by the Company or its agents, Principal agrees to immediately provide current financial information including, but not limited to, financial statements. Principal agrees that it will immediately notify the Company in writing of the institution of any voluntary or involuntary proceedings in bankruptcy, insolvency or reorganization involving the Principal. It is understood that liability under bonds may continue for extended periods of time after execution or termination of said bonds and that the Principal's obligation to provide financial information upon request shall continue until the Company is provided adequate documentary evidence establishing that all liability under all bonds issued by the Company has been fully extinguished;

e. Nothing herein contained shall be considered or construed to waive, abridge, or diminish any right or remedy which the Company might have if this instrument were not executed;

f. The invalidity of any provisions of this Agreement by reason of the law of any state or by any other reason shall not affect the validity of any other provision of the Agreement;

g. In the case of the execution of bonds hereunder for the importation of merchandise or transportation in bond of imported merchandise, to consent to service of process upon the customs broker or agent executing the bond on behalf of the Principal. Indemnitors further consent to such service, at the sole option of the Company, at the original port of entry, the final port of entry, or such other place as may be a place of business of the aforementioned customs broker or agent. The Indemnitors consent to jurisdiction at the place of service.

h. Where the merchandise under bond is a motor vehicle, a condition of the execution of the bond shall be the immediate delivery of the vehicle to a bonded conversion facility authorized by the Company which delivery shall occur directly from the port of entry to the conversion facility for the purpose of performing all the required conversion necessary to bring the vehicle into conformity with United States Environmental Protection Agency and Department of Transportation emission and safety standards.

5. To consent to the Oblige on any bond or the customs broker handling any transaction providing to the Company any and all information relative to entries or other transactions under any bond. The principal also consents that the Company may provide to the Principal's broker of record entry and claim information obtained from the Oblige concerning the Principal's activity secured by the Company's Bond.

6. To consent to the execution and filing of bonds by their lawful agent or attorney-in-fact by electronic or such other means as may be elected in lieu of the competition of paper documents and agree in such instances to be bound hereby and by the terms and conditions of such bonds as fully and completely as they would be had paper documents been employed and manually executed.

7. The Indemnitors understand and consent that the bond or undertaking is subject to termination if the Indemnitors discontinue the use of a licensed customs broker satisfactory to the Company.

8. In the event of notice or preliminary notice of claim, to give the Company the right to free access to the pertinent books, records, and accounts of the Indemnitors for the purpose of examining and copying them.

9. To hereby waive:

a. All right to claim any of their property, including homestead, as exempt from levy, execution or sale, or other legal process, under the laws of any state;

b. Any defense based upon the execution of this Agreement subsequent to the date of any such bond; the Indemnitors admitting and covenanting that the execution of any such bond by the Company was in pursuance of the previous request of the Indemnitors. If the execution of this Agreement by any of the Indemnitors is found defective or invalid for any reason, such defect or invalidity shall not affect the validity of this Agreement with respect to any other of the Indemnitors;

c. Notice of any breach of any such bond, or any act or default that may give rise to a claim hereunder;

d. Any right to ask or require the Company to remove or join in any application for the removal of any proceeding from a state court to a federal court;

e. Notice of the acceptance of this obligation and execution of any such bond.

CERTIFICATION FOR CUSTOMS APPLICATION PURPOSES: I certify that the factual information contained in this application is true and accurate and any information provided which is based upon estimate is based upon the best information available on the date of this application. The undersigned Principal (Indemnitor) agrees to be bound by the Agreement of Indemnity set forth on the reverse side to this application. The individual(s) signing below do(es) hereby affirm that they are fully empowered to bind, by such legal signatures, the legal entities named as Principal/Indemnitor herein.

Signed and dated this \_\_\_\_ day of \_\_\_\_, 20\_\_.

INDIVIDUAL/SOLE PROPRIETORSHIP/PARTNERSHIP			
Print Name of Individual/Partner		Print Name of Partner	
Individual/Partner's Home Address		Partner's Home Address	
Date of Birth	Social Security No.	Date of Birth	Social Security No.
Signature	WITNESS	Signature	WITNESS

CORPORATION/LLC			
Print Name of Corporate Officer		Title	
Signature		SEAL	



# ALLEGIANCE

## CUSTOMS BROKERAGE

To: Clients for Allegiance Customs Brokerage, LLC

From: Paula Crawford

Re: Automated Clearinghouse (ACH)

The following information is provided as a guide to assist you in determining your standard operating procedures with regards to payment of import duties to U.S. Customs.

*Please note as per C.F.R. 19 Part 111.29(b):*

“If you are the importer of record, payment to the broker will not relieve you of liability for Customs charges, (duties, taxes, or other debt owed Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid with a separate check payable to the “U.S. Customs Service” which shall be delivered to Customs by the broker.”.

If I can be of any further assistance, please contact me at 770-719-5330.

Best regards,



# ALLEGIANCE

## CUSTOMS BROKERAGE

### **Automated Clearinghouse (ACH)**

CBP Automated Clearinghouse (ACH) is an electronic payment option that allows participants to pay customs fees, duties, and taxes electronically, as well as receive refunds of customs duties, taxes and fees electronically. ACH is a straightforward procedure accomplished through a series of simple electronic transactions. Throughout the process there are no paper payments and no cashiers.

ACH automates the time consuming method of using cash and checks to pay duties and fees on imported merchandise. ACH also automates the time consuming process of depositing Treasury checks, eliminating the delay and risk associated with receiving Treasury checks through the mail. The accuracy and speed of ACH results in a higher volume of completed transactions for the importer and CBP, saving time and money. ACH fulfills the need for swift, accurate payment transfers in today's competitive business environment.

### **Details on ACH Debit**

With ACH Debit, the payer transmits payment authorization to CBP, and CBP sends the payment information through the network to the payer's financial institution.

### **Benefits of ACH Debit**

- Obtain up to an additional 10 days to pay duties, taxes, and fees on quota and other special merchandise classes.
- Reduce administrative processing and costs.
- Pay all ABI statements in a central location.
- Reduce administrative errors related to check processing.
- Eliminate lost or stolen check problems.
- Control cash flow by identifying the exact day to allocate funds.

### **ACH Debit Process**

**Step 1:** The Filer Receives the Preliminary Statement. CBP generates a preliminary statement of entry summaries scheduled for payment and transmits it to the filer through ABI. The filer prints and reviews the statement. If the filer deletes an entry summary from the statement through ABI, a new statement amount is transmitted to the filer.

**Step 2:** The Filer Transmits ACH Payment Authorization. The filer transmits the payment authorization to CBP through ABI. The filer sends one ACH payment authorization per statement, usually the same day the statement and entry summaries are submitted to CBP. All ACH payment authorizations are initiated by the filer--CBP takes no payment steps until the ACH payment authorization is received and accepted.

**Step 3:** The Filer Receives A Confirmation Message. If the ACH payment authorization

transmission is error free, the filer receives a message that the authorization has been accepted. If transmission errors occur, the filer receives an error message for each incorrect transmission until the problem is corrected and authorization is properly transmitted.

**Step 4:** The Filer Receives the Final Statement. CBP transmits a final statement to the filer, usually on the first business day after the payment authorization is received, accepted, and processed by CBP. The final statement lists all paid summaries and serves as a payment receipt.

**Step 5:** All Accounts are Credited and Debited. After ACH payment authorization is approved, funds transfer begins. CBP transmits payment information to the ACH processor bank and the Treasury account is credited. The ACH processor bank then transmits the data to the payer's bank. The payer's account is debited usually two business days after CBP accepts the initial payment authorization.

### **ACH Debit Security Measures**

ACH is secure. There are measures to safeguard the payer's account information and ensure the correct amount is debited.

- A unique payer unit number is assigned to each payer and is used for all ACH transactions. CBP does not maintain on-line files of payer bank account information -- all transactions are designated by the payer unit number.
- The filer determines when the payment process begins. CBP cannot begin the transfer of funds until the filer transmits payment authorization.
- Only the filer who originally transmitted the entries to CBP can transmit the payment authorization. An importer's designated broker can use the importer's payer unit number to pay only that importer's statements.
- Payment authorization is not accepted unless the payer's statement total equals the total recorded by ACS for the statement. If they differ, authorization is not accepted and an error message is transmitted to the filer so that the problem can be corrected.

### ACH DEBIT APPLICATION

U.S. Customs and Border Protection Automated Clearinghouse Daily Statement Payment Program  
(This application will be used to communicate account information to Federal Reserve Bank of Cleveland)

Add  
Action to be Taken:  Change Effective Date: \_\_\_\_\_ Current Payer Unit Number: \_\_\_\_\_  
(Effective date should be at least 3 business days in the future)

Delete Effective Date: \_\_\_\_\_ Current Payer Unit Number: \_\_\_\_\_

---

#### ***Payer Information***

Payer Importer Number **OR** 3 digit filer code: \_\_\_\_\_  
(Include Suffix)

Payer Company Name: \_\_\_\_\_

Payer Company Address: \_\_\_\_\_

Payer City, State Zip: \_\_\_\_\_

Payer Contact Name: \_\_\_\_\_

Payer Email Address: \_\_\_\_\_

Payer Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_  
(Enter country code if applicable) (Enter country code if applicable)

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Name of Authorizing Company Official (Please type or print) \_\_\_\_\_ Signature of Authorizing Company Official \_\_\_\_\_

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#### ***Banking Information***

***Bank must be a National Automated Clearinghouse Association (NACHA) participant.***

Bank Name: \_\_\_\_\_ Address: \_\_\_\_\_

ACH Bank Transit Routing Number: \_\_\_\_\_ ACH Bank Account Number: \_\_\_\_\_

To ensure the accuracy of the account information, it is requested that written verification (obtained from your bank) be completed and accompany this application. The ACH payer will be responsible for defaults, which result from incomplete or erroneous account information when written verification is not submitted and certified by bank personnel. Please ensure that the bank transit routing and account numbers on the ACH application have been verified by your bank before sending to the Revenue Division.

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#### ***Broker/Filer Information***

Name of CBP Broker/Filer: \_\_\_\_\_ 3 digit filer code: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

ABI Representative of Customs Broker/Filer: \_\_\_\_\_

This application may be faxed, mailed or e-mailed to the ACH Coordinator at:

Revenue Division Telephone: (317) 298-1200 Ext. 1098  
ACH Debit Applications FAX: (317) 298-1259  
6650 Telecom Drive, Suite 100 Email: [ACH-Customs@cbp.dhs.gov](mailto:ACH-Customs@cbp.dhs.gov)  
Indianapolis, IN 46278

Paperwork Reduction Act Statement: An agency may not conduct or sponsor an information collection and a person is not required to respond to this information unless it displays a current valid OMB control number and an expiration date. The control number for this collection is 1651-0078. The estimated average time to complete this application is 5 minutes. If you have any comments regarding the burden estimate you can write to U.S. Customs and Border Protection Office of Regulations and Rulings, 90 K Street, NE., Washington DC 20229.



# ALLEGIANCE

## CUSTOMS BROKERAGE



To our valued clients and business partners:

Allegiance Customs Brokerage, LLC, is a C-TPAT certified company. C-TPAT is the Customs - Trade Partnership Against Terrorism which was implemented by CBP (Customs and Border Protection) after 9/11. We are very proud we have been certified and validated by CBP which signifies we are participating in the worldwide community efforts to ensure the safety of our borders through our business alliances and practices.

As part of our validation and security awareness, we are encouraging our business partners/alliances to also participate in the development of security policies and procedures to ensure the safety of our borders.

CBP asks that we communicate with our business partners to ensure our partners also establish security processes and procedures which are consistent with the C-TPAT criteria.

If your company has not been approved by C-TPAT, we would like to take this opportunity to provide you with the CBP link to review:

[http://www.cbp.gov/xp/cgov/trade/cargo\\_security/ctpat/](http://www.cbp.gov/xp/cgov/trade/cargo_security/ctpat/).

Please see the link below for the C-TPAT Supply Chain Security Survey and Security Criteria Awareness questionnaire. We respectfully request your time and attention to complete the survey and return to Allegiance Customs Brokerage, LLC via fax at 770-719-5332 or email to [pcrawford@allegiancecb.com](mailto:pcrawford@allegiancecb.com). We will keep this on file as part of our supply chain security review assessment verification with our business partners.

We look forward to speaking with you concerning any questions you may have regarding C-TPAT.

Sincerely,

Paula Crawford  
Vice President  
Allegiance Customs Brokerage, LLC

Please **click here** to download the Survey mentioned in this letter.

Please click to review the [C-TPAT Importer Security Criteria](#)

C-TPAT video taped the 2009 Training Seminar Container Inspection Presentation. We are pleased to provide the video for your review and to be used as training for your employees. By opening the below listed link, you will be able to save the video to your computer for your later use.

<https://ctpat.cbp.dhs.gov/images/videos/Container%20Inspection.wmv>