



## 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).

Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Physical Importer Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

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:

Commodities Imported	HTS Code	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

## INDEMNITY AGREEMENT

This Indemnity Agreement, herein referred to as "Agreement", is executed by the Undersigned for the purpose of, among other things, indemnifying Surety in connection with any Bonds written on behalf of \_\_\_\_\_ herein referred to as "Principal."

**NOW THEREFORE**, in consideration of the premises set forth herein and other good and valuable consideration, receipt and sufficiency of which is hereby expressly acknowledged, the Undersigned hereby covenant and agree as follows:

1. **DEFINITIONS** – The following definitions apply in this Agreement: **Bond** – Any undertaking or contract of suretyship undertaken by Surety for Principal or the Undersigned before, on or after the date of this Agreement, and any renewal, modification, extension, or substitution of said obligation. **Principal** – The person(s) or entity(ies) set forth above, the Undersigned, or any one of them or any combination thereof, together with their successors and assigns, including any of the entity's(ies) parents, subsidiaries, affiliates, and related entities, and including any person or entity for which any Principal or Undersigned requests that Surety issue a Bond. **Surety** – American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company, and/or U.S. Specialty Insurance Company, Tokio Marine HCC – Surety Group and any other entity(ies) which the Surety may procure to act as a surety or as a co-surety on any Bond, or any other entity who executes a Bond at the request of the Surety. **Undersigned** - The parties executing this Agreement, including the Principal, as well as any other party executing a bond obligation covered by this Agreement.
2. **INDEMNITY** – The Undersigned, jointly and severally, shall exonerate, indemnify, reimburse, and save and hold the Surety harmless from and against any and all demands, liabilities, losses, damages, costs, interest including interest paid in excess of the Bond, expenses and fees (including those incurred by or in connection with attorneys, accountants, consultants, and other professionals) of whatever kind or nature which the Surety may sustain or incur or which arise by reason of or in any manner in consequence of any one or more of the following: (i) the execution or procurement by the Surety of an Bond; and (ii) the enforcement of any provision of this Agreement, including the Surety's rights pursuant to this Agreement, by suit or otherwise; In furtherance of such indemnity:
  - A. The liability of the Undersigned shall extend to and include all amounts paid by the Surety in good faith under the belief that the Surety was or might be liable for a claim asserted against any Bond, or that such payments were necessary to protect any of the Surety's rights.
  - B. The Surety shall have the exclusive right for itself and for the Undersigned to decide and determine whether any claim, demand, suit, or judgment shall, on the basis of liability, expediency or otherwise, be paid, settled defended or appealed, and the Surety's determination shall be final, conclusive, and binding upon the Undersigned.
  - C. If the Undersigned desire that the Surety litigate a claim or demand, or defend a suit, or appeal from such judgment, the Undersigned shall deposit with Surety, at the time of such request, cash or other collateral satisfactory to Surety in kind and amount, to be held by Surety and used in paying any judgment rendered, or which might be rendered, against Surety together with interest, costs and attorneys' fees.
3. **COLLATERAL SECURITY** – If a claim or demand is made against Surety, whether disputed or not, or if Surety deems it necessary to establish a reserve for potential claims, and upon demand from Surety, the Undersigned shall deposit with Surety cash or other property acceptable to Surety, as collateral security, in an amount sufficient to protect Surety with respect to such claim or potential claims. Such collateral may be held or utilized by Surety until it has received evidence of its complete exoneration and discharge from such claim or potential claims, and until it has been fully reimbursed for all amounts recoverable by the Surety pursuant to this Agreement. If said collateral, or collateral previously deposited with Surety, is deemed insufficient by Surety, the Undersigned agree to deposit additional or substitute collateral in an amount and type acceptable to Surety. This may include the Surety's demand for cash collateral in substitution for other property collateral.
4. **ASSIGNMENT** – As security for the performance of all the provisions of this Agreement, effective as of the date of this Agreement, the Undersigned hereby assign, transfer, pledge and convey to Surety all of their right, title, interest and estate in and to all real and personal property which the Undersigned now own or hereinafter acquire, including all income and receipts therefrom and increases and appreciation thereon. Said assignment to include but not be limited to: all personal and fixture property of every kind and nature including without limitation all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts, chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights, commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, and all general intangibles (including all payment intangibles).
5. **POWER OF ATTORNEY** – The Undersigned hereby irrevocably nominates, constitutes, appoints and designates the Surety or its designees as their attorney-in-fact with the right, but not obligation, to exercise all of the rights assigned, transferred and set over to the Surety in this Agreement. In the name of the Undersigned, the Surety may make, execute, and deliver all documents or papers deemed necessary and proper by the Surety to give full effect to the intent and meaning of the within assignments and under all other provisions of this Agreement. The Undersigned expressly agree and recognize that the powers given to the Surety as attorney-in-fact include the powers and authority to execute any and all documents (including, but not limited to, deeds of trust, mortgages, checks, stock certificates, and bonds) and to take any and all actions that the Surety may deem necessary in order to liquidate or acquire any real or personal property assigned, transferred to, or acquired by the Surety as collateral security, indemnity, or reimbursement in connection with the obligations under this Agreement.
6. **WAIVER OF NOTICE** – The Undersigned agree that the Surety need not give notice to the Undersigned of any act, fact or information coming to the notice or knowledge of the Surety concerning or affecting the Surety's rights or liabilities under any such Bond or Undersigned rights or liabilities hereunder, notice of all such information being hereby expressly waived.
7. **CHOICE OF FORUM, VENUE, JURISDICTION AND CHOICE OF LAW** - The Undersigned agree that the place of performance of this Agreement shall be the County of Los Angeles, State of California and venue for any suit, arbitration or mediation shall be in Los Angeles County, California. The Undersigned agree that this Agreement shall be governed in all respects by the laws of the State of California as they apply to agreements entered into and to be performed entirely within California between California residents, without regard to conflict or choice of law provisions. In any controversy or claim arising out of or relating to this Agreement, the Undersigned consent to and submit themselves to personal jurisdiction in, at the Surety's election, (i) the Superior Court for the County of Los Angeles, California, (ii) the United States District Court for the Central District of California, and (iii) arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. Such arbitration shall take place in Los Angeles, California before a single arbitrator and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall award to the prevailing party in the arbitration, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. This clause shall not preclude the parties, without waiving any remedy under this arbitration agreement, from seeking interim or provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
8. **GENERAL PROVISIONS** – A. The obligations of the Undersigned hereunder are joint and several. Surety may bring separate suits hereunder against any of the Undersigned as causes of action may accrue hereunder. warrants that each of them is specifically and beneficially interested in obtaining each Bond. B. The Undersigned agree to pay the initial, renewal, and additional premiums thereon, in accordance with the Surety's rate filings and manual of rates, or as otherwise may be agreed. The Undersigned agree that the initial premium is fully earned upon execution of said Bond. C. Surety shall have the right, at its option and in its sole discretion, to issue or decline the execution of any Bond or renewal thereof. D. The invalidity of any provision of this Agreement by reason of the law of any state or country or by any other reason shall not affect the validity of any other provision of this Agreement. E. The Undersigned irrevocably authorize Surety at any time to file this Agreement with any initial financing statements and amendments thereto in any filing office in any Uniform Commercial Code jurisdiction. F. The Undersigned waives any defense that this instrument was executed after the date of any such Bond, admitting and covenanting that such Bond was executed pursuant to the Undersigned's request and in reliance on the Undersigned's promise to execute this Agreement. G. This Agreement may not be changed or modified without the written consent of Surety. Any amendment of the Agreement for one of the Undersigned shall not release any of the other Undersigned. H. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any scanned or electronically digitized copy of this Agreement – regardless of who created such copy – shall be as effective, and may be used by the Surety, for all purposes as though it were an original document. I. The Undersigned agree and understand that Bonds are a credit relationship. The Undersigned authorize Surety to gather such credit information it considers necessary and appropriate for purposes of evaluating whether such credit should be affected or continued. J. Until the Surety's liability under all Bonds is terminated, the Surety shall have the right to access all of the books, records and accounts of the Principal, wherever located, at any reasonable time, and upon reasonable notice. The Surety shall have access to any information and documents maintained on behalf of or in connection with the Principal: (1) at any banks or depositories; (2) with any customs broker; and (3) with any other persons, firms, or corporations doing business with the Principal, and all of the foregoing entities are hereby expressly authorized to furnish to the Surety any information requested by it.

**IMPORTANT SIGNATURE INSTRUCTIONS** - If sole owner, applicant and applicant spouse must sign as an authorized representative and individually. If a partnership, an authorized partner must sign as the authorized representative and individually. All authorized partners and spouses must sign. If a limited liability company, the managing member must sign as authorized representative and individually. All members and spouses must sign. If a corporation, the president must sign as authorized representative and individually. All stockholders of 10% or more and spouses must sign.

Signed, sworn to and dated \_\_\_\_\_.

<b>X</b> Authorized Representative and Individually	Print Name	Email Address	<b>X</b> Authorized Representative and Individually	Print Name	Email Address
<b>X</b> Authorized Representative and Individually	Print Name	Email Address	<b>X</b> Authorized Representative and Individually	Print Name	Email Address