



## CUSTOMS BOND APPLICATION

### ACTIVITY CODE 1 – IMPORTER / BROKER

New Bond

**OR**

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

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

**State Full Importer Name as it is to be reflected on Customs Bond.** (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, bond users or unincorporated divisions exist, please list name(s) and Importer Number 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

**Please leave blank if no Recon or USVI Rider are required**

**INDEMNITY AGREEMENT**

This Indemnity Agreement, herein referred to as "Agreement", is executed by each Indemnitor 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, each Indemnitor hereby covenants and agrees as follows:

1. **DEFINITIONS** – The following definitions apply in this Agreement: **Bond** – Any undertaking or contract of suretyship executed by Surety for Principal or any Indemnitor before, on or after the date of this Agreement, and any renewal, modification, extension, or substitution thereof. **Principal** – Any person or entity set forth above or any Indemnitor (including successors and assigns, parents, subsidiaries, affiliates, and related entities) or any person or entity for which any Principal or Indemnitor 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, and any other entity(ies) which Surety may procure to act as a (co-)surety on any Bond. **Indemnitor** - the Principal and every person or entity who executes this Agreement as an Indemnitor (including successors and assigns).
2. **INDEMNITY** – Each Indemnitor, jointly and severally, shall exonerate, indemnify, reimburse, and hold Surety harmless from/against 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, consultants and other professionals) of whatever kind or nature which Surety may sustain or incur or which arise in consequence of: (i) the execution or procurement by Surety of any Bond; and (ii) the enforcement of any provision of this Agreement, including Surety's rights pursuant to this Agreement, by suit or otherwise (including in connection with a bankruptcy or other similar proceeding of any Principal or any Indemnitor);  
In furtherance of such indemnity:
  - A. The liability of each Indemnitor includes all amounts paid by Surety in good faith under the belief that Surety was or might be liable for a claim on any Bond or that such payments were necessary to protect any of Surety's rights.
  - B. Surety shall have the exclusive right to determine whether any claim, demand, suit, or judgment shall, on the basis of liability, expediency or otherwise, be paid, settled defended or appealed, and Surety's determination shall be final, conclusive, and binding on each Indemnitor.
  - C. If any Indemnitor desires that Surety litigate a claim or demand, or defend a suit, or appeal from a judgment, the Indemnitor shall concurrently deposit with Surety collateral satisfactory to Surety, to be held by Surety and used in paying any judgment, 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, each Indemnitor shall deposit with Surety cash or other property acceptable to Surety, as collateral security. Such collateral may be held or utilized by Surety until it has received evidence of its complete exoneration from such claim or potential claims, and until it has been fully reimbursed for all amounts recoverable pursuant to this Agreement. If any collateral is deemed insufficient by Surety, each Indemnitor agree to deposit additional collateral acceptable to Surety (including cash collateral in substitution for other property).
4. **ASSIGNMENT** – As security for the performance of all provisions of this Agreement, effective as of the date of this Agreement, each Indemnitor hereby assigns, transfers, pledges and conveys to Surety all of their right, title, interest and estate in and to all real and personal property which each Indemnitor now owns or later acquires (including income, receipts, increases and appreciation). This assignment includes: all personal and fixture property, including all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), accounts, chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights, commercial tort claims, securities and all other investment property, 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** –Indemnitors hereby irrevocably nominate, appoint and designate 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 Surety herein. In the name of each Indemnitor, Surety may make, execute, and deliver all documents or papers it deems necessary to give full effect to the intent and meaning of these assignments and under all other provisions of this Agreement. Each Indemnitor expressly agrees and recognizes that the powers given to 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 deems necessary in order to liquidate or acquire any real or personal property assigned, transferred to, or acquired by Surety as collateral security, indemnity, or reimbursement in connection with the obligations under this Agreement.
6. **WAIVER OF NOTICE** –Each Indemnitor agrees that Surety need not give notice to any Indemnitor of any act, fact or information concerning or affecting Surety's rights or liabilities under any Bond or Indemnitor rights or liabilities, notice of all such information being hereby expressly waived.
7. **CHOICE OF FORUM, VENUE, JURISDICTION AND CHOICE OF LAW** - Each Indemnitor agrees that the place of performance of this Agreement and venue for any suit, arbitration or mediation shall be in Los Angeles County, California. Each Indemnitor agrees that this Agreement shall be governed 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 principles of conflicts of laws. In any controversy or claim arising out of or relating to this Agreement, Indemnitors consent to and submit themselves to personal jurisdiction in, at Surety's election: (i) the Superior Court for Los Angeles County, California, (ii) the United States District Court for the Central District of California, or (iii) arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules, with such arbitration to take place in Los Angeles, California before a single arbitrator, and judgment on the arbitration award to be entered in any court having jurisdiction thereof. The prevailing party, if any, in any such arbitration may recover costs and attorneys' fees reasonably incurred 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. Indemnitors' obligations hereunder are joint and several, and Surety may bring separate suits against any Indemnitor(s) as causes of action may accrue. Indemnitors warrant that each of them is specifically and beneficially interested in obtaining each Bond. B. Each Indemnitor agrees to pay all premiums on any Bond in accordance with Surety's rate filings and manual of rates, or as otherwise may be agreed. Each Indemnitor agrees that the initial premium is fully earned upon execution of any Bond. C. Surety shall have the right, in its sole discretion, to issue or decline the execution of any Bond or renewal. 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. Each Indemnitor irrevocably authorizes 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. Each Indemnitor waives any defense that this instrument was executed after the date of any Bond, agreeing that such Bond was executed pursuant to each Indemnitor's request and in reliance on each Indemnitor's promise to sign this Agreement. G. This Agreement may not be modified without the written Surety's consent. Any amendment of the Agreement for one of the Indemnitors shall not release any of the other Indemnitors. 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. This Agreement may be electronically signed; any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility, and any scanned or electronically digitized copy of this Agreement – regardless of who created such copy – shall be as effective, and may be used by Surety, for all purposes as though it were an original document. I. Each Indemnitor agrees and understands that Bonds are a credit relationship. Each Indemnitor authorizes 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 Surety's liability under all Bonds is terminated, 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. Surety shall have access to any information and documents maintained by, on behalf of or in connection with Principal: (1) at any banks or depositories; (2) with any customs broker; and (3) with any other persons, firms, or corporations doing business with Principal, and all of the foregoing entities are hereby expressly authorized to furnish to Surety any information requested by it.

Corporate/LLC/Other Principal/Indemnitor	<i>Print Name of Principal as reflected on Bond - SAME AS TOP OF PAGE</i>		
<b>Printed Name and Title of Authorized Signer</b>	<b>Authorized Signature</b>	<b>Email Address</b>	
Corporate/LLC/Other Principal/Indemnitor	<i>Print Name of Principal/Indemnitor</i>		
<b>Printed Name and Title of Authorized Signer</b>	<b>Authorized Signature</b>	<b>Email Address</b>	



## Fraud Warnings and Privacy Notice

### Fraud Warnings

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

#### APPLICABLE IN ALABAMA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

#### APPLICABLE IN ARKANSAS, LOUISIANA AND WEST VIRGINIA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

#### APPLICABLE IN CALIFORNIA

For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

#### APPLICABLE IN COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement of award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

#### APPLICABLE IN THE DISTRICT OF COLUMBIA

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

#### APPLICABLE IN FLORIDA

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

#### APPLICABLE IN HAWAII

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

#### APPLICABLE IN KANSAS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

#### APPLICABLE IN KENTUCKY

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

#### APPLICABLE IN MAINE

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.



**TOKIOMARINE**  
**HCC**

## Fraud Warnings and Privacy Notice

### APPLICABLE IN MARYLAND

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

### APPLICABLE IN MINNESOTA

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

### APPLICABLE IN NEW JERSEY

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

### APPLICABLE IN OHIO

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deception statement is guilty of insurance fraud.

### APPLICABLE IN OKLAHOMA

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

### APPLICABLE IN OREGON

Material misstatements, misrepresentations, omissions or concealments by an insured that are fraudulent or material to the insurance contract, the risk assumed, or the interests of an insurer and are relied upon by an insurer may result in policy rescission, cancellation, or denial of claim.

### APPLICABLE IN TENNESSEE, VIRGINIA AND WASHINGTON

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines or denial of insurance benefits.

### APPLICABLE IN VERMONT

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

### NOTICE TO NEW YORK APPLICANTS:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.