

CUSTOMS CONTINUOUS BOND APPLICATION/INDEMNITY

Principal Name: _____			Bond Amount \$ _____		
Importer Number: _____			Activity Code: _____		
Address: _____					
Phone: () Fax: ()		How Long at Current Address? Yrs.			
Entity: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual/Proprietorship					
Number of Years in Business: Yrs.					
Name of Principals Bank: _____			Bank Telephone: ()		
Customs Broker Name: _____			Filer Number: _____		Port Code: (closest to CHB) _____
Phone: ()			Fax: ()		
How long has Principal been with CHB? Yrs. Months			Payment History: _____		
Has the Company or any officers ever been involved in a Customs fraud investigation? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Are Entries subject to reconciliation procedures? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Has the Bond Principal ever filed any form of Bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Have the immediate delivery privileges ever been suspended or revoked? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Has any Surety suffered a loss on the Principal's behalf? <input type="checkbox"/> Yes <input type="checkbox"/> No					
<input type="checkbox"/> Duties paid by Importer in advance <input type="checkbox"/> ACH with Importer <input type="checkbox"/> Credit Terms – List Terms					
Type of Merchandise	Country of Origin	Merchandise Value Last Calendar Year	Merchandise Value Anticipated Next Year	Estimated Duties Last Calendar Year	Estimated Duties Anticipated Next Year
CERTIFICATION FOR CUSTOMS APPLICATION PURPOSES: I Certify that the factual information contained in this application is true and accurate and any information which is based upon estimates 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 remainder of this application. The individual(s) signing below do(es) hereby affirm that they are fully empowered to bind, by such signatures, the legal entities named as Principal/Indemnitor herein.					
Signature: _____			Date: _____		
Full Name and Title					
CORPORATE APPLICANT: Name of Corporation: _____ President: _____ Secretary: _____				Corporate Seal: _____	

INDIVIDUAL / SOLE PROPRIETOR APPLICANT:

Applicants Signature: _____ Applicant's Printed Name: _____

Applicants Address: _____

Date of Birth: _____ SS#: _____

Witness: _____ Witness's Printed Name: _____

PARTNERSHIP APPLICANT:

1). Partner's Signature: _____ Partner's Printed Name: _____

2). Partner's Signature: _____ Partner's Printed Name: _____

1). Applicants Address: _____ Date of Birth: _____ SS# _____

Witness: _____ Witness's Printed Name: _____

2). Applicants Address: _____ Date of Birth: _____ SS# _____

Witness: _____ Witness's Printed Name: _____

Additional Partners may be listed on a Separate Page**NOTICE – INDEMNITY AGREEMENT**

By signing this agreement you are agreeing to be bound by the contractual obligations provided in detail. Questions regarding this document may be referred to Global Solutions Bond Service Center, or your local GSIS Representative.

Know all men by these presents, that whereas, at the request of the aforementioned bond Principal, hereinafter referred to as "Principal" or "Indemntor(s)" and upon condition that this instrument be executed, the Company has executed, or may hereafter execute a bond or 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 assigns jointly and severally hereby covenant and agree with the Company, its successor and assigns, co-sureties and reinsurers hereinafter collectively referred to as the Company in the manner following:

To Indemnify and to hold the Company harmless from and against any and all demands, liabilities, losses, costs, damages, attorneys' fees and expense of whatever kind of 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 claim; expenses paid or incurred in connection with claims, suits, or judgement under its bonds; expense paid or 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 expense or investigation services; adjustment of claims; premiums on bonds issued by the Company on behalf of the Principal; monies advanced or loaned.

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 repletion or to take possession of the merchandise under bond upon the occurrence of any violation of the terms and conditions of the bond.

The Indemnitors consent to the U.S. Customs Service or the customs broker handling any transaction providing the Company any and all information relative to entry/entries under any and all bonds. The Indemnitors understand and consent that the bond or undertaking may be terminated by the Company at any time for cause in Company's sole discretion. The undersigned further affirm that they understand bonds are a credit relationship and hereby authorize the Company or its authorized agent(s) to gather such credit information it deems necessary and appropriate for purposes of evaluating whether such credit should be effected or continued.

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 or claims, loss, costs, attorney's fees and disbursements, or other expenses in connection with any said bond or bonds it may issue, and regardless of any proceedings contemplated or taken by the Indemnitors or the pendency on any appeal, the Indemnitors shall immediately upon demand deposit with the Company any amount sufficient to cover such reserve(s), such funds 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 judgements, claims, liabilities, losses, damage, attorneys' fees and disbursements, or other expenses.

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 to the Company, be retained as collateral security on any or all bonds coming within the scope of the Agreement, whether therefore or thereafter executed and whether executed by the Company or any other surety or sureties, and for the full and complete performance in all respects of the covenants of the Indemnitors under this Agreement; and 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 bonds or to pay any expense incurred, to be incurred in connection therewith, or in case the Company should be of opinion that said property is likely to so decline in market value that the security to the Company will be inadequate, the Company shall have full power and authority without notice to the Indemnitors or any of them, to sell, assign and deliver said collateral, or any part thereof at public or private sale at the option of the Company, its successors or assigns, with the right to be the purchaser itself at any such public sale, and to use all the proceeds or such part thereof as may be necessary, in order to protect itself against loss, costs, damages, attorney's fees and expenses as aforesaid; and after deducting all legal and other costs and expenses of such sale, and all loss, costs, damages, attorney's fees and expenses as aforesaid, and all premiums due the Company for any such bond or bonds, shall return the remainder of such collateral or the proceeds of sale, if any, to the person or persons legally authorized to receive the same, provide 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 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 or bonds and the Indemnitors further agree that they shall further secure and indemnify the Company against any and all charges, liabilities, attorneys' fees and expense of whatever nature which the Company may sustain or incur or be put to in obtaining such release. The Company may also alter, change, modify, amend, limit or extend the said bond or bonds, and any renewal or other obligation in place or in lieu thereof, and in any such case the Indemnitors shall be liable to the Company as fully and to the same extent on account of any such altered, changed, modified, amended, limited or extended bond or bonds or renewal or substitution thereof, whenever and as often as made as though such bond or bonds is or are described at length herein.

The Company may also adjust, settle or compromise any claim, demand, suit or judgement arising under said bond or bonds, and with respect to any such claim, demand, suit or judgement, take whatever action it may deem necessary; and its determination as to whether any such claim, demand or suit shall be settled or defended shall be binding and conclusive upon 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 of any and all money paid by the Company in settlement or compromise of any claims, suits and/or judgements 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 expense as aforesaid, which may be made under the belief that such were necessary, whether necessary or not.

The Indemnitors hereby waive:

All right to claim any of their property, including homestead, as exempt from levy, execution or sale, or other legal process, under the laws or any state or states;
Any defense based upon the execution of this Agreement subsequent to the date of any such bond or bonds, the Indemnitors admitting and covenanting that the execution of 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;

Notice of any breach or breaches of any such bond or bonds or of any contract or contracts in connection with which such bond or bonds may have been given, or any act or default that may give rise to claim hereunder;

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

Notice of the acceptance of this obligation and of execution of any such bond or bonds;

Any defense based upon the execution of the bond or bonds herein referred to by Principal, by attorney-in-fact or by electronic transmission.

In the case of the execution of bonds hereunder for the importation of merchandise or transportation in bond of imported merchandise, the Indemnitors 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 original port of entry, the final port of entry, or such other place as may be the place of business of the aforementioned customs broker or agent at the sole option of the Company. Indemnitors consent to jurisdiction at the place of service and to the jurisdiction of the State of California.

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.

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