



2280 Enrico Fermi Drive, Suite 23  
San Diego, CA 92154  
tel: 619-651-9200 fax: 619-651-9201

# Customs Power of Attorney And Acknowledgement of Terms and Conditions of Service

EIN/SS#(1) \_\_\_\_\_

- Individual
- Partnership
- Corporation
- Sole Proprietorship
- Limited Liability Company

KNOW ALL MEN BY THESE PRESENTS: That (2) \_\_\_\_\_ (Grantor)  
*Full name of person, partnership, or corporation or sole proprietorship (identify)*

Doing business as (3) \_\_\_\_\_ under the laws of the State of (4) \_\_\_\_\_

residing at or having a principal place of business at (5) \_\_\_\_\_

hereby constitutes and appoints **Premier Customhouse Brokers, Inc.**, its officers, employees, and/or specifically authorized agents, to act for and on its behalf as a true and lawful agent and attorney of the Grantor for and in the name, place and stead of said Grantor, from this date, in the United States (the "territory") either in writing, electronically, or by other authorized means, to:

of any vessel or other means of conveyance owned or operated by said Grantor; Authorize other Customs Brokers duly licensed within the territory to act as Grantor's agent; to receive, endorse and collect checks issued for Customs duty refunds in Grantor's name drawn on the Treasurer of the United States. If the Grantor is a nonresident of the United States, to accept service of process on behalf of the Grantor;

Make, endorse, sign, declare, or swear to any customs entry, withdrawal, declaration, certificate, bill of lading, carnet or any other documents required by law or regulation in connection with the importation, exportation, transportation, of any merchandise in or through the customs territory, shipped or consigned by or to said Grantor;

And generally to transact Customs business, including filing of claims or protests under section 514 of the Tariff Act of 1930, or pursuant to other laws of the territories, in which said Grantor is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney;

Perform any act or condition which may be required by law or regulation in connection with such merchandise deliverable to said Grantor; to receive any merchandise;

Giving to said agent and attorney full power and authority to do anything whatever requisite and necessary to be done in the premises as fully as said Grantor 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;

Make endorsements on bills of lading conferring authority to transfer title; make entry or collect drawback; and to make, sign, declare, or swear to any statement or certificate required by law or regulation for drawback purposes, regardless of whether such document is intended for filing with Customs;

Appointment As Forwarding Agent: Grantor authorizes PREMIER CUSTOMHOUSE BROKERS, INC. to act within the territory as lawful agent and sign or endorse export documents (i.e. commercial invoices, bills of lading, insurance certificates, drafts, and any other document) necessary for the completion of an export or Grantor's behalf as may be required under law and regulation in the territory and to appoint forwarding agents on Grantor's behalf;

Sign, seal, and deliver for and as the act of said Grantor any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise or 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 said Grantor, and any and all bonds which may be voluntarily given and accepted under applicable laws and regulations, consignee's and owner's declarations provided for in section 485, Tariff Act of 1930, as amended, or affidavits or statements in connection with the entry of merchandise; Sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with the entering, clearing, lading, unloading, or operation

**THE GRANTOR ACKNOWLEDGES THAT IT HAS RECEIVED AND HAD AN OPPORTUNITY TO REVIEW THE PREMIER CUSTOMHOUSE BROKERS, INC. TERMS AND CONDITIONS OF SERVICE. THE GRANTOR AGREES THAT EACH AND EVERY SERVICE PROVIDED, AND INVOICE DELIVERED, TO GRANTOR BY PREMIER CUSTOMHOUSE BROKERS, INC. SHALL BE GOVERNED BY THE PROVISIONS SET FORTH IN THE AFORESAID TERMS AND**



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**CONDITIONS OF SERVICE UNLESS (1) THEY ARE INCONSISTENT WITH THE TERMS AND CONDITIONS SET OUT IN THIS POWER OF ATTORNEY; OR (2) THE CONTRARY IS AGREED TO IN WRITING SIGNED BY AN EXECUTIVE OF PREMIER CUSTOMHOUSE BROKERS, INC.; THE GRANTOR FURTHER AGREES TO PAY THE FULL BALANCE DUE TO PREMIER CUSTOMHOUSE BROKERS, INC. IN ACCORDANCE WITH THE "PAYABLE ON PRESENTATION" LANGUAGE WHICH APPEARS ON EACH INVOICE ISSUED TO THE GRANTOR.**

This balance may include, but is not limited to, costs incurred, compensation for the services of PREMIER CUSTOMHOUSE BROKERS, INC., adjusted duty, adjusted freight charges, demurrage and other costs and expenses. In the event such sums are not paid timely, the Grantor agrees that PREMIER CUSTOMHOUSE BROKERS, INC. may, in addition to exercising any other rights whether or not described herein, (1) terminate the relationship hereunder, and/or (2) suspend all further services including the withholding of clearances and forwarding on current shipments; (3) claim a general lien on any and all of the Grantor's property (and documents relating thereto) in its possession, custody, or en route; (4) be deemed to have the same priority as the U. S. Government under 11 U.S.C. §507 in connection with payment of Customs duties on behalf of the Grantor; (5) apply any funds from third party checks as a full and complete set-off of all monies due to it by the customer; and (6) impose interest at 15% per annum, or the highest rate allowed by law, whichever is less on any portion of the Grantor's account not paid as per Grantor's credit terms;

Should PREMIER CUSTOMHOUSE BROKERS, INC. consult 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 Grantor, the Grantor, its owners,

shareholders, members, and partners agree that in addition to any other relief to which PREMIER CUSTOMHOUSE BROKERS, INC. may be entitled, the Grantor, its owners, shareholders, members, or partners will pay all costs and expenses incurred by PREMIER CUSTOMHOUSE BROKERS, INC., including ACTUAL attorney's 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 Grantor 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;

The terms and conditions of this Customs Power of Attorney and/or Terms & Conditions of Service attached hereto shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed wholly within California and without regard to any conflicts of law principles thereof. Any legal proceeding relating to or arising out of the terms and conditions of this Customs Power of Attorney and/or the Terms & Conditions of Service attached shall be brought in the state or federal court sitting in the County of San Diego, State of California;

In the event of any inconsistency between the terms and conditions of this Customs Power of Attorney and the Terms and Conditions of Service attached hereto, the Terms and Conditions of this Customs Power of Attorney shall control. This power of attorney to remain full force and effect until revocation in writing is duly given to and received by PREMIER CUSTOMHOUSE BROKERS, INC. (if the donor of this power of attorney is a partnership, the said power shall in no case have any force or effect in the United States after the expiration 2 years from the dates of its execution).

If the Grantor is a Limited Liability Company, the signatory certifies that he/she has full authority to execute this power on behalf of the Grantor.

IN WITNESS WHEREOF, the said (6) \_\_\_\_\_ (Grantor)  
(Full name of company)

caused these presents to be sealed and signed: (Signature) (7) \_\_\_\_\_

(Capacity) (8) \_\_\_\_\_ Date: (9) \_\_\_\_\_

Witness: (if required) (10) \_\_\_\_\_

If you are the importer of record, payment to the broker will not relieve you of liability for U.S. Customs charges (duties, taxes or other debts 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. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks. Payment can also be made through the establishment of an ACH account with Customs.

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## Instructions

1. Customs ID Number, IRS or EIN number or Social Security Number
  - a. Corporation, LLC or Partnership – provide IRS or EIN#
  - b. Individuals or Sole Proprietor with no EIN# - provide SS#
  - c. Foreign corporations – Customs ID # or if none, leave blank
  - d. Foreign Individuals - Customs ID # or if none, provide Passport and/or Visa # with country
  
- 2) Full Legal Name
  - a. Corporation, LLC or Partnership - Full Legal name of company
  - b. Individuals – Last Name first, then First and Middle Name
  - c. Sole proprietors – same as Individual
  
- 3) Full Legal Name of DBA
  
- 4) State of incorporation - If an Unincorporated Sole proprietorship, skip and go to (4)
  
- 5) Residential Address
  - a. Individuals: Must be accurate mailing address – No P.O. Boxes
  - b. Corporations/LLC/Partnerships/Sole Proprietors– Must be accurate mailing address – No P.O. Boxes
  
- 6) Full Legal Name of Company followed by name of Corporate officer Signing \*
  
- 7) Signature
  
- 8) Capacity or Title
  
- 9) Date the Power of Attorney is given to the Customs Broker
  
- 10) Witness (Optional)

*\* A corporate officer is considered a president, vice-president, corporate secretary or treasurer.*

If the person signing the power of attorney holds an office or position other than president, vice president, corporate secretary or treasurer, the U.S. Customs requires the following supporting documentation be attached to the power of attorney: The first page of the company's meeting minutes OR articles of incorporation (or "Company Act" for some Canadian corporations), the page which shows the individual is authorized to sign on behalf of the corporation, and the page which shows the signature of a member of the company's board of directors.