

# Customs Power of Attorney

Check appropriate box for legal status of issuing party:

Corporation  Individual  
 Sole Proprietorship  Partnership

Donor Social Security or IRS Number: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that: \_\_\_\_\_, a corporation doing  
(Full Name of person, partnership, or corporation)  
business under the laws of the State of \_\_\_\_\_, or a \_\_\_\_\_ doing business  
as \_\_\_\_\_, residing at or having an office and place of business at:

\_\_\_\_\_ hereby constitutes and appoints \_\_\_\_\_, a California corporation, as a true and lawful agent and attorney of the grantor named above for and in the name, place and stead of said grantor from this date and in all U.S. Customs Districts, and in no other name, to make, endorse, sign, declare, or swear to any entry, withdrawal, declaration, certificate, bill of lading, or other document required by law or regulation in connection with the importation, transportation, or exportation of any merchandise shipped or consigned by or to said grantor; to perform any act or condition which may be required by law or regulation in connection with such merchandise; to receive any merchandise deliverable to said grantor;

To make endorsements on bills of lading conferring authority to make entry and collect drawback, and to make, sign, declare, or swear to any statement, supplemental statement, schedule, 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 export declaration, application for export license, or any other affidavit or document which may be required by law or regulation for drawback purposes, regardless of whether affidavit or document is required or intended for filing in a particular customs district, or in any other customs district, or elsewhere;

To 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 in connection with the entry of merchandise;

To 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 of any vessel or other means of conveyance owned or operated by said grantor;

To authorize other Customs Brokers 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;

And generally to transact at U.S. Custom Houses and with U.S. Customs any and all customs business on behalf of grantor, including electronic transmission of data when accepted by customs or others as the equivalent to the documents otherwise identified in this power of attorney, and including making, signing, and filing of protests under section 514 of the Tariff Act of 1930, in which said grantor is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney, giving to said agent and attorney full power and authority to do anything whatever requisite and necessary to be done in the premises or elsewhere 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;

The foregoing power of attorney to remain in full force and effect until notice of revocation in writing is duly given to and received by a District Director of Customs, with notice in writing of such revocation also provided to agent. If the donor of this power of attorney is a partnership, the said power shall in no case have any force or effect after the expiration of two (2) years from the date of its receipt in the office of the District Director of Customs.

In granting this power of attorney, donor agrees to the terms and conditions specified on reverse.

IN WITNESS WHEREOF, the donor, \_\_\_\_\_, has caused these presents to be signed:

(Signature) \_\_\_\_\_, Capacity \_\_\_\_\_, Date: \_\_\_\_\_

(Signature) \_\_\_\_\_, Capacity \_\_\_\_\_, Date: \_\_\_\_\_

WITNESS: \_\_\_\_\_

## Certification of signature(s) by Notary Public is required for donors other than corporations:

City: \_\_\_\_\_, County: \_\_\_\_\_, State: \_\_\_\_\_; On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_,

personally appeared before me \_\_\_\_\_, residing at \_\_\_\_\_

\_\_\_\_\_, personally known or sufficiently identified to me, who certifies that \_\_\_\_\_ (is) (are) the individual(s) who executed the foregoing instrument and acknowledged it to be a free act and deed.

\_\_\_\_\_  
(Notary Public)

(Notarial seal)

NOTE: Per CODE OF FEDERAL REGULATIONS (CFR) Title19-1-111.29(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 debts owed to Customs) in the event that 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 you wish to make your check payable directly to U.S. Customs Service, arrangements must be made with agent prior to time of entry to arrange timely receipt of your duty check.

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