Tariff Act of 1930, as amended. The provisions contained in §§12.39(b)(2) and 113.74 of the Customs Regulations (19 CFR Chapter I) and §210.50(d) of the U.S. International Trade Commission Regulations (19 CFR Chapter I) apply.

Surety


APPENDIX C TO PART 113—BOND FOR DEFERRAL OF DUTY ON LARGE YACHTS IMPORTED FOR SALE AT UNITED STATES BOAT SHOWS

BOND FOR DEFERRAL OF DUTY ON LARGE YACHTS IMPORTED FOR SALE AT UNITED STATES BOAT SHOWS

__________________________, as principal, and _____________, as surety, are held and firmly bound to the UNITED STATES OF AMERICA in the sum of $_____, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these conditions.

Pursuant to the provisions of §337 of the Tariff Act of 1930, as amended, the principal and surety recognize that the Commission has, according to the conditions described in its order, excluded from, or authorized, entry into the United States of the following merchandise: __________________________, entry number __________________________, dated __________________________.

The principal and surety recognize that the Commission has excluded that merchandise from entry until its investigation is completed, or until its decision that there is a violation of §337 becomes final.

The principal and surety recognize that certain merchandise excluded from entry by the Commission was, or may be, offered for entry into the United States while the Commission’s prohibition is in effect.

The principal and surety recognize that the principal desires to obtain a release of that merchandise pending a final determination of the merchandise’s admissibility into the United States, as provided under §337, and, for that purpose, the principal and surety execute this stipulation:

If it is determined, as provided in section 337 of the Tariff Act of 1930, as amended, to exclude that merchandise from the United States, then, on notification from the port director of Customs, the principal is obligated to export or destroy under Customs supervision the merchandise released under this stipulation within 30 days from the date of the port director’s notification.

The principal and surety, jointly and severally, agree that if the principal defaults on that obligation, the principal and surety shall pay to the complainant an amount equal to the face value of the bond as may be demanded by him/her under the applicable law and regulations.

Witness our hands and seals this _____ day of _____ (month), _____ (year).

Principals

[seal]

Surety

[seal]
19 CFR Ch. I (4–1–14 Edition)

Pt. 113, App. D

[COMPLETE THIS PARAGRAPH ONLY FOR A SINGLE TRANSACTION BOND]

This single transaction bond secures the single transaction identified by Importer Security Filing transaction number _______ issued by CBP on _______, 20_ _ _ _, and remains in force for one year beginning with the effective date and for each succeeding annual period, or until terminated. This bond constitutes a separate bond for each period in the amount listed above for liabilities that accrue in each period. The intention to terminate this bond must be conveyed within the period and manner prescribed in the CBP Regulations.

This bond is executed on ____________, 20_ _ __.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

(Name) (Address)

(Name) (Address)

(Principal Name) (Seal)

(Surety Name) (Seal)

Surety No. _______

Surety Mailing Address

Surety Agent Name

Surety Agent ID Number

[74 FR 68377, Dec. 24, 2009]

PART 114—CARNETS

Sec. 114.0 Scope.

Subpart A—General Provisions

114.1 Definitions.

114.2 Customs Conventions and Agreements.

114.3 Carnets.

Subpart B—Issuing and Guaranteeing Associations

114.11 Approval.

[68 FR 13626, Mar. 20, 2003]

APPENDIX D TO PART 113—IMPORTER SECURITY FILING BOND

This appendix contains the relevant terms and conditions for Importer Security Filing Bonds.

Importer Security Filing Bond

KNOW ALL MEN BY THESE PRESENTS, that _______ of _______, as principal having Customs and Border Protection (CBP) Identification Number _______ and _______, as surety are held and firmly bound unto the United States of America up to the sum of _______ dollars ($_________) for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the named principal (including the named principal’s employees, agents and contractors) agrees to comply with all Importer Security Filing requirements set forth in 19 CFR part 149, including but not limited to providing security filing information to CBP in the manner and in the time period prescribed by regulation.

If the principal defaults on the conditions of this obligation, the principal and surety jointly and severally, agree to pay liquidated damages of $5,000 for each violation, or such other amount as may be authorized by law or regulation upon demand by CBP.

[COMPLETE THIS PARAGRAPH ONLY FOR A SINGLE TRANSACTION BOND]

This single transaction bond secures the single transaction identified by Importer Security Filing transaction number _______ issued by CBP on _______, 20_ _ _ _, and remains in force for one year beginning with the effective date and for each succeeding annual period, or until terminated. This bond constitutes a separate bond for each period in the amount listed above for liabilities that accrue in each period. The intention to terminate this bond must be conveyed within the period and manner prescribed in the CBP Regulations.

This bond is executed on ____________, 20_ _ __.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

(Name) (Address)

(Name) (Address)

(Principal Name) (Seal)

(Surety Name) (Seal)

Surety No. _______

Surety Mailing Address

Surety Agent Name

Surety Agent ID Number

[74 FR 68377, Dec. 24, 2009]