

# CUSTOMS BROKER SERVICES CONTRACT

## INSTRUCTIONS

U.S. Customs and Border Protection (“CBP”) requires documentary evidence that the individual signing this power of attorney (“POA”) has the capacity stated, e.g., President, Vice-President, Secretary, or Treasurer. Acceptable corporate or other entity documentation includes articles of incorporation, a board resolution, or a filing with the Secretary of State that states the individual’s capacity. The stated capacity in the corporate/entity documentation must match the capacity stated in this POA.<sup>1</sup>

1. Insert Internal Revenue Service (“IRS”) Employer Identification Number (“EIN”) for corporations, partnerships, or limited liability companies, or Social Security numbers for individuals.
2. Identify and check the type of organization (corporation, partnership, limited liability company, etc.).
3. Insert the company’s or individual’s legal name and any fictitious business name or “dba”.
4. Insert the company’s or individual’s physical address.
5. Insert state of incorporation or organization.
6. Insert company’s name, same as # 3 above.
7. Insert the printed name of the corporate or entity officer (officers only; under CBP regulations, managers and supervisors are not authorized to grant powers of attorney).
8. Title of signer.
9. Signature.
10. Date.
11. Witness’s signature and name.

CBP requires importers to register with CBP and obtain an Importer of Record number using CBP’s Importer Identity Form 5106. CBP requires the importer to

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<sup>1</sup> See <https://www.cbp.gov/trade/programs-administration/customs-brokers/validating-power-attorney>

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provide documentary evidence that the EIN on the POA is that of company named on the POA. Acceptable documents are an IRS form SS-4, a copy of last year's tax return, or other official documentation from the IRS, on its letterhead. Under 19 C.F.R. section 141.37, if the importer is a corporation that is not qualified to conduct business in Illinois, then the importer must provide documentation in support of the power of attorney establishing the authority of the grantor designated to execute the power of attorney on behalf of the corporation.

**Payment of CBP Duty:** In addition to checks payable to CBP under 19 C.F.R. section 111.29(b)(1), the importer can also pay duties to CBP from the importer's bank account using "Direct Pay via ACH" payment through the Automated Clearinghouse ("ACH") Network. An importer can arrange such payments by ACH directly with CBP by contacting:

U.S. Customs and Border Protection  
Revenue Division  
ACH Debit Applications  
6650 Telecom Drive, Ste 100  
Indianapolis, IN 46278  
Phone: (317) 298-1200 x1098  
Email: [ACH-Customs@cbp.dhs.gov](mailto:ACH-Customs@cbp.dhs.gov)

1. EIN:	
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2. Check Box	Limited Liability Company	Partnership	Corporation
		Individual	Sole Proprietorship

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The importer of record or principal party in interest,  
3) \_\_\_\_\_ (“Customer” or “Grantor”),  
and Eric Wagner CHB, LLC, a customs broker, its employees, subsidiaries, related  
companies, authorized agents or representatives (collectively, “Company” or  
“Grantee”) enter into this Customs Broker Services Contract (the “Contract”). All  
services that the Company provides are subject to the terms of Company’s  
invoice, quotes, and Terms and Conditions of Service, all of which are  
incorporated into this Contract. The Company’s Terms and Conditions of Service  
are posted on Company’s website.<sup>2</sup> This Contract is a legally binding contract  
between Company and Customer.

### SCOPE OF SERVICES

Company shall perform U.S. Customs and Border Protection (“CBP”) broker  
services on behalf of Customer and shall file CBP entries and related data and  
documents with government agencies on behalf of Customer based on the  
information, data, and documents that Customer shall provide. CBP requires  
Customer to exercise reasonable care. See 19 C.F.R. § 141. CBP recommends that  
Customer obtain a binding ruling concerning classification, valuation, or any  
scheme that Customer may propose or use to avoid, reduce, or defer duties or  
taxes. Upon written request and for a separate fee, Company can provide entry or  
shipment audits or consulting services. Customer should review [www.cbp.gov](http://www.cbp.gov) for  
additional information on informed compliance and the exercise of reasonable  
care. Company is not an attorney and does not provide legal advice.

### CBP POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Grantor is an entity presently  
doing business at 4) \_\_\_\_\_  
under the laws of the State of 5) \_\_\_\_\_, or an individual residing at the  
above address. Grantor appoints the Grantee to act for and on Grantor’s behalf  
as an attorney-in-fact, from this date, in the United States and in any foreign  
country, either by writing, electronically, or by other authorized means, to:

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<sup>2</sup> <https://www.easternworldwide.com>

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- A. Make, endorse, sign, declare, or swear to any CBP entry, withdrawal, declaration, certificate, bill of lading, carnet, Importer Security Filing (“ISF”), or any other documents required by law or regulation in connection with the importation of any merchandise in or through the CBP territory, shipped or consigned by or to the Grantor;
- B. Appoint Grantee or a third-party Grantee to file Grantor’s ISFs, conditioned on Grantor’s agreement to defend, indemnify, and hold Grantee harmless from and against any claim, liability, or expense, including reasonable attorneys’ fees arising out of or in any way connected to Grantee’s ISF filings;
- C. Perform any act or condition required by law or regulation in connection with such merchandise;
- D. Receive any merchandise on Grantor’s behalf;
- E. Make endorsements on bills of lading conferring authority to transfer title;
- F. Make, sign, declare, or swear to any statement or certificate required by law or regulation for drawback or export purposes, regardless of whether such document is intended for filing with CBP;
- G. Sign, seal, and deliver any bond required by law or regulation in connection with the entry of or withdrawal of any imported merchandise, or in connection with the entry, clearance, lading, unlading or navigation of any vessel or other means of conveyance owned or operated by Grantor, and any and all bonds that 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 declarations, affidavits, or statements in connection with the entry or export of merchandise;
- H. Sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with entering, clearing, lading, unlading, or operation of any vessel or other means of conveyance Grantor owns or operates, or other means of conveyance;

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J. Receive, endorse, and collect checks issued for CBP duty refunds in Grantor's name drawn on the Treasury of the United States;

K. Accept service of process on Grantor's behalf, if Grantor is a nonresident of the United States;

L. Select and authorize other licensed customs brokers, freight forwarders, and subagents to act as Grantor's agent under 19 C.F.R. section 141.43; and execute a power of attorney under 19 C.F.R. section 141.46, and apply for and obtain a CBP bond on Grantor's behalf, as the bond principal, under 19 C.F.R. section 113;

M. Authorize, in a case of merger or acquisition of Grantee, the transfer or assignment of any rights and privileges from Grantee to the acquiring or successor entity without requiring the execution of a new power of attorney;

N. Grantor waives confidentiality under 19 C.F.R. section 111.24 and any requirement to receive a copy of Grantee's charges and fees under 19 C.F.R. section 111.36. At Grantee's discretion, any fees and costs due to Grantee may be consolidated on another broker's or freight forwarder's invoice for the convenience of Grantor.

O. The Grantor acknowledges that as the importer of record, under 19 C.F.R. section 141.1, the payment of duties, both regular and additional, are the personal debt of Grantor that can be discharged only by payment in full of all duties legally accruing, unless relieved by law or regulation;<sup>3</sup>

P. Transact CBP business, including the filing of claims or protests, upon written request and subject to 19 C.F.R. section 174.3 - Power of attorney to file protest, under section 514 of the Tariff Act of 1930, or under other laws of the territories under 19 CFR sections 141.17, 18, and 37, in which Grantor is or may be concerned or interested.

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<sup>3</sup>19 CFR § 111.29(b)(1) 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 CBP) 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 and Border Protection," which will be delivered to CBP by the broker.

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Q. Grantor grants Grantee full power and authority to do anything necessary to perform the above and hereby ratifies and confirms all that Grantee shall lawfully perform under this power of attorney.

R. Unless Grantor is a partnership, this power of attorney shall remain in full force and effect until Grantor's revocation in writing and its receipt by Grantee. If Grantor is a partnership, then this power of attorney shall terminate two years after the date stated below in section 10).

6. COMPANY'S OR INDIVIDUAL'S NAME	
7. PRINTED NAME OF OFFICER	
8. TITLE	
9. SIGNATURE	
10. DATE	

11. WITNESS'S SIGNATURE & NAME	

WITNESS SIGNATURE

WITNESS PRINT NAME