Instructions for Completing an ATA or TECRO/AIT Carnet Surety Bond

Prior to issuance of an ATA or TECRO/AIT Carnet each applicant must furnish the U.S. Council for International Business (USCIB) with a security deposit, which may be used to reimburse USCIB for any penalties paid on behalf of the Carnet holder. Security deposits may be in the form of a certified check or a surety bond. For Carnet applicants choosing a surety bond, there are two options. One, a bond (see attached form) may be submitted from any surety company on the list of sureties approved by the U.S. Treasury Department. The surety company must be admitted in the State of New York and has an A.M. Best rating of A- or better. The second alternative is to obtain a bond through USCIB Carnet HQ. Applicants must **submit with your completed application materials, a current audited financial statem*ent*** (for corporations) or a current tax return (for individuals).

NOTE: Any Carnet bond must follow the exact wording in the attached.

Bond Amount and Premium

(1) **Amount**: Bonds must be equal to **40%** of the total value of your General List.
(2) **Premium:** 1% of the amount of the bond and not the value of your merchandise. The premium is non-refundable and covers the full 30 month Carnet period. Your returned check or bank statement will serve as a receipt.

Example: Total General List Value $20,000.00
x 40%
$8,000.00 = amount of bond
x 1%
$80.00 = bond premium due

(3) **Minimum premium**: **$50.00** for all bonds issued through Carnet HQ.
(4) **Method of Payment:** Credit cards are the preferred method of payment. Maximum credit card charge is $1,000. Checks are also accepted and should be made payable to U.S. Council for International Business.

Requirements

for Corporations--*Complete all items, except shaded areas*

Definition: Holder—A corporation or individual on whose behalf the Carnet is issued. The Holder is responsible for any duties, taxes or other charges that may become payable as a result of the improper use of the Carnet.

(1) Type in Federal ID No. (i.e., IRS No.)
(2) Type Holder's name (i.e., corporation name), street address, city, state, and zip code. Post Office Boxes or foreign addresses are **not** acceptable.
(3) Type in the amount of the bond (i.e., 40% of the General List value) in words and numbers (as done on a check) on the line below the words "in the amount of."
(4) Date and sign where indicated on the lower left side of the form. An authorized representative of the corporation must sign on behalf of the Holder).

(5) Complete the “Certificate As To Corporate Principal.” An officer other than the officer signing the bond must complete and sign this section.

Requirements

for Individuals, Sole Proprietorships, and Partnerships--*Complete all items, except shaded areas*

Definition: Holder—A corporation or individual on whose behalf the Carnet is issued. The Holder is responsible for any duties, taxes or other charges that may become payable as a result of the improper use of the Carnet.

(1) Type Federal ID No. (if individual, use social security number).
(2) Type Holder’s name (individual or company), street address, city, state, and zip code. Post Office Boxes or foreign addresses are **not** acceptable.
(3) Type in the amount of the bond in words and numbers (as done on a check) on the line below the words “in the amount of.”
(4) Date and sign where indicated on the lower left side of the form.
(5) **Do not complete** the “Certificate as to Corporate Principal.”

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Return completed surety bond to:

U.S. Council for International Business
Carnet HQ
1212 Avenue of the Americas
New York, NY 10036

Toll-free: 866.7.UNLOCK
Phone: 212.703.5078 Fax: 212.944.0012
E-mail: atacarnet@uscib.org
www.uscib.org

ATA or TECRO/AIT Carnet Bond

Carnet No. _____ Federal I.D. Number _____

KNOW ALL MEN BY THESE PRESENTS: That _____
Holder Name--Corporation, Individual, Sole Proprietorship or Partnership)

_____
Street City State Zip

as **Principal** (hereinafter called **Principal**) and _____ as **Surety**
Surety Company

(hereinafter called **Surety**) are held and firmly bound unto the **UNITED STATES COUNCIL FOR INTERNATIONAL BUSINESS, INC.**, as **Obligee** (hereinafter called **Obligee**), in the amount of _____

_____U.S. Dollars _____
for payment whereof **Principal** and **Surety** bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, **Obligee** has issued the Carnet as numbered above to the **Principal**; and

WHEREAS, the terms and conditions of said Carnet enable the **Principal** to enter the goods described therein into the countries specified therein on a temporary basis and require the **Obligee** to make payment to said countries of any customs duties, excise taxes or charges, which may be due as a result of **Principal**'s failure to re-export said goods within the time period allowed; and

WHEREAS, **Principal**, by written application, has agreed to indemnify the **Obligee** against loss caused by **Principal**'s failure to so re-export said goods, and to reimburse the **Obligee** for any payments made by **Obligee** for customs duties, excise taxes, and charges resulting from said failure, for which losses or payments **Obligee** shall be legally liable,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if **Principal** shall re-export said goods in accordance with the terms of said Carnet, and shall reimburse the **Obligee** for any payments of customs duties, excise taxes or charges which may be imposed and for which the **Obligee** is legally liable, resulting from **Principal'**s failure to so re-export said goods, then this obligation to be null and void; otherwise to remain in full force and effect,

SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

(1) Notice of claim hereunder must be mailed by the **Obligee** or otherwise transmitted in a manner agreed upon to the Home Office of the **Surety** within ninety (90) days from the date the **Obligee** shall receive its notice of a claim from any country specified in said Carnet. A claim shall be deemed received by the **Obligee** upon receipt of a "G" letter, request for reimbursement,

(2) Regardless of the number of countries specified in said Carnet, and regardless of the periods of time spent in each said country, the liability of the **Surety** shall not extend to any temporary importation transactions occurring after the expiration of said Carnet,

(3) All suits at law or proceedings in equity to recover on this bond must be instituted within two (2) years of the date **Obligee** received notice of claim from any specified country,

(4) Regardless of the time for which this bond is in effect and regardless of the number of payments hereunder, the maximum liability of the **Surety** shall not exceed the penalty hereof,

(5) No right of action shall accrue upon or by reason hereof to, or for the use or benefit of, anyone other than the **Obligee** herein named,

(6) Payment by **Surety** of claims hereunder shall be due within 30 days from date demand amount shall be determined to be fixed and undisputed,

Signed and sealed this the _____ of _____, 20_____
(day) (month) (year)

_____
(Holder Name--Corporation, Individual, Sole Proprietorship or Partnership)

BY: _____ TITLE: _____
(Authorized Officer or Individual; print or type)

_____ BY: [redacted]
(Signature of above) (Authorized Signatory for Surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ , certify that I am the *****_____of the

corporation named as **Principal** in the within bond; that _____ , who signed the said

bond on behalf of the **Principal** was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested for on behalf of said corporation by authority of its governing body.

_____
(Signature of Certifying Officer)

***** May be executed by any other officer of the corporation.

Return completed surety bond to:

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Email: atacarnet@uscib.org
www.uscib.org