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 have 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 statement (for corporations) or a current tax return (for individuals).

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

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.”
Carnet No.  
Federal I.D. Number ____________________

KNOW ALL MEN BY THESE PRESENTS: That ________________________________________

as Principal (hereinafter called Principal) and ________________________________________

as 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, and 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______

________________________________________________________________________________________________________________________________________________________

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

BY: ___________________________________________ TITLE: ___________________________________________

(Authorized Officer or Individual; print or type)

________________________________________

(Signature of above)

BY: ___________________________________________

(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.