

**AMERICAN RIVER BROKERAGE / AMERICAN RIVER LOGISTICS
CUSTOMS POWER OF ATTORNEY AND
DESIGNATION OF EXPORT FORWARDING AGENT AND DESIGNATION AS IMPORTER SECURITY FILING AGENT
And Acknowledgement of Terms and Conditions of Service**

IRS / SS / Importer ID No.: _____ ACH Payer Unit No.: _____ CTPAT No.: _____

Check appropriate box:

Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Limited Liability Company ☐

KNOW ALL MEN BY THESE PRESENTS: That _____ (Grantor)
(Full name of individual, partnership, corporation, solo proprietorship or limited liability company)

doing business as _____ doing business as a _____
(Assumed Name if Any) (Insert Company Type)

under the laws of the State or Country and Province of _____, residing or having a principal place of business at,

(Full Address)

Hereby constitutes and appoints **American River Brokerage / American River Logistics**, (Grantee), its officers, employees and/or specifically authorized agents, to act for and on its behalf as a true and lawful agent and attorney of the grantor for and in the name, place and stead of said grantor, from this date, in all Customs Districts either in writing, electronically, or by other authorized means, to:

Make, endorse, sign, declare or swear to any customs entry, withdrawal, declaration, certificate, bill of lading, carnet, manifest or any other documents required by law or regulation in connection with the importation, exportation, transportation, of any merchandise in or through the customs territory, shipped or consigned by or to said grantor;

Perform any act or condition which may be required by law or regulation in connection with such merchandise deliverable to said grantor; to receive any merchandise;

Make endorsements on bills of lading conferring authority to transfer title; make entry or collect drawback; and to make, sign, declare, or swear to any statement or certificate required by law or regulation for drawback purposes, regardless of whether such document is intended for filing with Customs;

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, unlading, 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, consignees and owner's declarations provided for in Section 485, Tariff Act of 1930, as amended, or affidavits or statements in connection with the entry of merchandise;

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, unlading or operation of any vessel or other means of conveyance owned or operated by said grantor;

As shipper/importer, you are responsible for your merchandise and you must advise us of any special requirements or conditions affecting said merchandise, as in, but not limited to, hazmat handling, labeling, and documentation to determine the proper Customs and other government requirements of your cargo.

Perform any act or condition, or make endorse, sign, declare, or swear to any documents required by law or regulation in connection with Section 203 of the SAFE Port Act of 2006, including, but not limited to any Importer Security Filings.

Authorize other Custom Brokers duly licensed within the territory 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; is the grantor is a nonresident of the United States, to accept service of process on behalf of the grantor;

Generally to transact Customs business, including filings of claims or protests under section 514 of the Tariff Act of 1930, as amended, or pursuant to other laws and regulations of the territories, in which said grantor is or may be concerned or interested and which may properly be transacted or performed by an agent or attorney;

Grantor waves the confidentiality requirements of Section 111.24 of the Customs Regulations and the requirement in Section 111.36 of the Customs Regulations that the Customs Broker transmit a copy of its bill for services directly to the importer, and authorizes the Customs Broker to transmit its bill for services and copies of the Customs entry and related documents (CBP-7501 or other document used to make entry, commercial invoices, etc.) through the freight forwarder who handled the shipment. No part of any agreement between the freight forwarder and the Customs Broker forbids or prevents direct communication between the importer and other party in interest and the Customs Broker;

Giving to said agent and attorney full power and authority to do anything whatever requisite and necessary to be done in the premises 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;

This power of attorney to remain in full force and effect until revocation in writing is duly given to and received by grantee (if the donor of this power of attorney is a partnership, the said power shall in no case have any force or effect in the United States after the expiration of 2 years from the dates of its execution);

If the Grantor is a General Partnership, the signatory certifies that he/she has full authority to execute this power on behalf of the grantor and shall state the names of all members of the partnership.

If the Grantor is a Limited Partnership, the signatory certifies that he/she has the full authority to execute this power on behalf of Grantor and shall provide the names of the general partners who have authority to execute this power on behalf of Grantor. The signatory shall also provide a copy of the limited partnership agreement with this power.

If the Grantor is a Limited Liability Company, the signatory certifies that he/she has the full authority to execute this power on behalf of the Grantor and shall provide the names of all members or managers with the authority to execute this power of attorney.

Grantor acknowledges receipt of **American River Brokerage** Terms and Conditions of Service governing transactions between the Parties. Execution of this Power of Attorney acknowledges that the grantor has received, accepts, and agrees to comply with these Terms and Conditions of Service.

IN WITNESS WHEREOF, the said _____
(Full name of company or individual)

Caused these presents to be sealed and signed: _____
(Signature) (Print or Type Name)

Capacity of individual named above: _____ Date: _____
(If corporation, President, V.P., Treasurer, Secretary, those authorized by the Board of Directors, or any officer of the corporation)

Witness: (if required) _____ Contact Name: _____ Phone: _____

If you are the importer of record, payment to the broker will not relieve you of liability for U.S. Customs charges (duties, taxes or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Custom charges may be paid with a separate check payable to the "U.S. Customs and Border Protection" which shall be delivered to Customs by the broker. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks. FORWARD TO ARB@AMERICANRIVERINTL.COM