

# **POWER OF ATTORNEY**

## **Form and Instructions**

## POWER OF ATTORNEY INSTRUCTIONS

US Customs Regulations Section 141.46 states, "Before transacting customs business in the name of his principal, a Customhouse broker is required to obtain a valid Power of Attorney to do so." Therefore, in order to handle importations through US Customs in your name, we must have on file your Power of Attorney. This Power of Attorney is limited to US Customs matters only.

Attached is a blank Power of Attorney form in the preferred format, Customs Form 5291. Please follow the instructions carefully. To assist you in completing the form, we have numbered each item to match the corresponding instruction.

If you are a Corporation, complete items 1, 2, 6, 7, 8, 9, 10, 11

If you are an Individual, Partnership, Sole Proprietorship, Limited Liability Company (LLC) or Unincorporated Association, complete items 1, 3, 4, 5, 6, 7, 8, 9, 10, & 11.

### CUSTOMS FORM 5291:

1. Full, legal name of Individual, Partners, Corporation, LLC, Unincorporated Association or Owner (of sole proprietorship). If you are importing for your own personal account, fill in your full name. If the Power of Attorney is for a partnership, fill in the full, legal names of each partner (if more space is required, attach a rider listing the names. If you attach a rider, so indicate on the Power of Attorney in the appropriate item). If you are a corporation, fill in the full legal name of the corporation. If you are a sole proprietor, fill in the full, legal name of the owner.
2. Indicate the name of the State under whose laws you are incorporated (if a corporation -- otherwise leave blank).
3. Indicate if individual, partnership, or sole proprietor (if corporation or unincorporated association, leave blank).
4. Enter the assumed name under which you do business (if applicable - otherwise leave blank).
5. Enter your residence address for the individual, each partner or the owner of a sole proprietorship (if more room is needed, see instructions for rider in item 1).
6. Enter your business address.
7. Enter the date you want the Power of Attorney to expire, if you wish to limit it. We advise to add as date 100 days after your RDD to allow sufficient time for customs clearance. If not limited, the document is valid until revoked by written notification to the District Director of Customs in the district where it is filed. Partnership powers of attorney automatically expire 2 years from date of issue.
8. Enter name that appears in item 1.
9. **Signature of authorizing individual:**
  - > For individual, him/herself
  - > For Partnership, one partner
  - > For Corporation, officer of the corporation (e.g. President, Vice President, Secretary or Treasurer of the Corporation, or Chief Financial Officer). **Note if the party signing has any other title than mentioned additional documentation supporting that the individual has the legal authority to bind the corporation may be required .**
  - > For Sole Proprietorship, the owner.
10. Enter name and title or capacity of the signor.
11. Enter date the document is signed.

### SPECIAL REQUIREMENTS FOR FOREIGN CORPORATIONS:

Foreign Corporations completing this form must also provide documentation establishing the authority of the grantor designated to execute the Power of Attorney on behalf of the corporation. This can take the form of a letter on corporate letterhead signed by a second corporate officer in which he states that the person signing the actual Power of Attorney is authorized to do so by the corporation.

Salesperson \_\_\_\_\_

Branch \_\_\_\_\_

- √ appropriate box:  Individual  
 Partnership  
 Corporation  
 Sole Proprietorship  
 Limited Liability Company

**Department of the Treasury  
U.S. Customs Service, and**

**Acknowledgement of Terms and Conditions of Service**

IRS# / SS# \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS THAT (1)** \_\_\_\_\_

a corporation doing business under the laws of the State of (2) \_\_\_\_\_ or a

(3) \_\_\_\_\_ doing business as (4) \_\_\_\_\_, residing at

(5) \_\_\_\_\_

and having an office and place of business at (6) \_\_\_\_\_,

hereby appoints \_\_\_\_\_ ITS HEIRS AND ASSIGNS, AND ANY OF THEIR WHOLLY OWNED SUBSIDIARIES, THROUGH ANY OF THEIR LICENSED OFFICERS AND DULY EMPOWERED EMPLOYEES, AND/OR SPECIFICALLY AUTHORIZED AGENTS, TO ACT FOR SUCH CORPORATION BY POWER OF ATTORNEY FILED BY THE CORPORATION WITH THE DISTRICT DIRECTOR OF CUSTOMS, \*

as a true and lawful agent and attorney of the grantor named above for and in the name, place, and stead of said grantor from this date and in all Customs District(s) and in no other name to make, endorse, sign, declare, or swear to any Customs entry, withdrawal, declaration, certificate, bill of lading, carnet or other documents required by law or regulation in connection with the importation, transportation, or exportation of any merchandise shipped or consigned by or to said grantor; to perform any act or condition which may be required by law or regulation in connection with such merchandise; to receive any merchandise deliverable to said grantor.

To make endorsements on bills of lading, conferring authority to make entry and collect drawback, and to make, sign, declare, or swear to any statement, supplemental statement, schedule, supplemental schedule, certificate of delivery, certificate of manufacture, certificate of manufacture and delivery, abstract of manufacturing records, declaration of proprietor or drawback entry, declaration of exporter on drawback entry, or any other affidavit or document which may be required by law or regulation for drawback purposes, regardless of whether such bill of lading, sworn statement, schedule, certificate, abstract, declaration, or other affidavit or document is intended for filing in said district or in any other customs district.

To 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, unloading 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, consignee's and owner's declarations provide for in section 485, Tariff Act of 1930, as amended or affidavits in connection with the entry of merchandise.

To 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, unloading, or operation of any vessel or other means of conveyance owned or operated by said grantor.

And generally to transact customs business, including marking, signing, and filing of protests under section 514 of the Tariff Act of 1930, in which said grantor is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney, giving to said agent and attorney full power and authority to do anything 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: the foregoing power of attorney to remain in full force and effect until the (7) \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, or until notice of revocation in writing is duly given to and received by the grantee. If the donor of this power of attorney is a partnership, the said power shall in no case have any force or effect after the expiration of 2 years from the date of its receipt in the office of the District Director of Customs of the said district(s).

\*With power to authorize other Customs 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; if the grantor is a nonresident of the United States, to accept service of process on behalf of the grantor.

If the Grantor is a Limited Liability Company, the signatory certifies that he/she has full authority to execute this power on behalf of the Grantor.

**Section 111.29 (b) (1) CFR 19**

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 U.S. Customs) in the event 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 Service" which can 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.

I have read all of the above, and fully understand and assure that the Terms and Conditions of Service govern all transactions between the parties.

IN WITNESS HEREOF, the said (8) \_\_\_\_\_

Has caused these presents to be sealed and signed: (signature) (9) \_\_\_\_\_

Capacity (10) \_\_\_\_\_ Date(11) \_\_\_\_\_