



NAVIGATORS INSURANCE COMPANY
(Hereinafter "The Company")

CUSTOMS BOND APPLICATION

ACTIVITY CODE 1 – IMPORTER / BROKER

New Bond

OR

Replacement of Existing Bond (include CBP letter of insufficiency if applicable)

Importer Name: _____
(If an individual or sole proprietor please include the natural names of the principals and their DBA, if a partnership please provide partnership agreement or names of General Partners).

Phone Number: _____ E-mail Address: _____

Physical Importer Address: _____

Mailing Address (if different): _____

Importer Number: _____
(if co-principals exist, please attach an additional sheet. If users or unincorporated divisions exist, please list name and IRS suffix on a separate form)

State of Incorporation:

Commodities Imported	HTS Code	Country of Origin

Total value of goods imported in the last year: _____

Total duties, taxes and fees paid to CBP last year: _____

Estimated value of goods imported for the next year: _____

Estimated duties, taxes and fees for the next year: _____

*if no import activity exists, please provide estimates for the next year only

Bond Liability Required (subject to \$50,000 minimum): \$ _____

Are any commodities subject to Antidumping/Countervailing Duties? YES NO

Does or will the principal pay duties, taxes or fees via Periodic Monthly Statement? YES NO

Does this bond require: Reconciliation Rider U.S. Virgin Island Rider

AGREEMENT OF INDEMNITY

KNOW ALL MEN BY THESE PRESENTS, this Indemnity Agreement ("**Agreement**") is made and entered by the undersigned ("**Indemnitor(s)**") on the condition that HARTFORD FIRE INSURANCE COMPANY, and/or any and all of its existing and/or future direct and indirect insurance company affiliates (including NAVIGATORS INSURANCE COMPANY), subsidiaries, divisions, successors, assigns, co-sureties, and/or reinsurers of said entities (collectively, "**Surety**"), issue, execute, or procure the execution of such Bonds, undertakings, guarantees or other instruments of suretyship as have been and as may hereafter be applied for on behalf of one or more of the aforesaid Indemnitor(s) and/or the bond principal(s) referenced below, directly or through an agent, attorney or other representative, solely or as co-adventurer with others, by an Indemnitor, or by any person, firm, corporation or association whose name shall, for that purpose, have been furnished to Surety by an Indemnitor (all of which are collectively referred to herein as "**Bond**" or "**Bonds**"), it being understood and agreed that this instrument shall cover all Bonds so applied for and executed, whether or not this Agreement is referred to or mentioned in connection therewith.

NOW, THEREFORE, in consideration of the premises and of the execution or continuance of such Bond(s), Indemnitor(s) for themselves, their heirs, executors, administrators, successors and assigns, do hereby jointly and severally, covenant and agree as follows:

1. To indemnify and hold Surety harmless from and against any and all liability, loss, costs, damages, fees of attorneys and consultants, and other expenses, including interest, which Surety may sustain or incur by reason of, or in consequence of, Surety's execution of any Bond and any renewal, continuation or successor thereof, including but not limited to: (i) sums paid or liabilities incurred in settlement or satisfaction of, and expenses paid or incurred in connection with claims, suits, or judgments under the Bonds; (ii) expenses paid or incurred in enforcing the Agreement's terms; and (iii) expenses paid or incurred in procuring or attempting to procure a release from liability, or in recovering or attempting to recover losses or expenses paid or incurred (collectively, "**Loss**" or "**Losses**").
2. On Surety's request, to procure Surety's discharge from any Bond, and all liability by reason thereof, whether or not there has been a claim made against Surety. Surety shall have every right, defense, or remedy which a personal surety without compensation would have, including the right of exoneration and replevin, to take possession of the merchandise under Bond upon the occurrence of any violation of the terms and condition of the Bond.
3. On Surety's demand, Indemnitor(s) shall immediately but no later than thirty (30) days after demand, deposit with Surety collateral in a form acceptable to Surety that may include (i) a clean, irrevocable Letter of Credit naming Surety (or at Surety's direction one or more of its affiliates or subsidiaries) as beneficiaries, (ii) cash funds, or (iii) a trust account, and in an amount and value acceptable to Surety to protect Surety from Loss or potential Loss whether or not Surety has made payment or posted a reserve (the "Collateral"). Surety shall have the right to use all or part of the Collateral in payment or reimbursement of Losses. Surety may, in its sole discretion, demand an increase in the Collateral regardless of whether any claim has been made, any default has occurred or any Loss has been incurred. In the event Surety accepts Collateral other than funds, Surety is authorized, without notice to Indemnitor(s), to manage, borrow against, sell, pledge, convey or dispose of said Collateral to accomplish the Agreement's purpose. Time is of the essence with respect to Indemnitors' obligations under the Agreement.
4. That this Agreement shall constitute a security agreement. Indemnitor(s) hereby grant Surety a continuing first priority perfected security interest in and continuing lien on the Collateral which is now or in the future may come into Surety's possession and Indemnitor(s) hereby direct Surety to hold all Collateral as security for Indemnitor(s)'s obligations and liabilities to Surety.
5. That any Collateral, of any kind, which may have been, or may hereafter be, pledged under this Agreement may, at Surety's option, be retained as security on any or all Bonds coming within the scope of this Agreement, whether theretofore or thereafter executed and whether or not reinsured by Surety, and for the full and complete performance of Indemnitor(s)'s covenants under this Agreement. If Indemnitor(s) breach the Agreement's covenants, or if Surety deems it advisable to raise money to meet an actual or prospective Loss, Surety shall have full power and authority without notice to Indemnitor(s), to negotiate or redeem any checks, certificates of deposit, or to draw upon any letters of credit, and to use all the proceeds or such part thereof as may be necessary, in order to protect itself against Loss. After deducting all Losses and all premiums due Surety for the Bonds, Surety shall return the remainder of the Collateral, if any, to the person(s) legally authorized to receive same, provided Surety shall not be responsible for any loss resulting to the Collateral from any cause other than the act or neglect of its officers or employees. Surety shall in no event be responsible to Indemnitor(s) for interest or loss of interest on such Collateral.
6. To give Surety prompt notice in writing of any facts which might give rise to an action against Surety upon any Bond. In the event Indemnitor(s) fail to petition, protest, defend or settle an action taken by a Bond's obligee, Indemnitor(s) agree that Surety may petition, protest, defend or settle such action to protect Surety's interests by whatever means it deems appropriate. Surety's decision to petition, protest, defend or settle an action shall be binding and conclusive upon Indemnitor(s), and the result of any such petition, protest, defense or settlement shall be binding in whole or in part as if such were the act of Indemnitor(s). The voucher or other evidence of payment shall be prima facie evidence of Indemnitor(s)'s liability to Surety. Indemnitor(s)'s liability hereunder shall extend to and include the full amount of Loss paid by Surety in settlement or compromise of any such action in the good faith belief that it was liable therefore, whether liable or not. Indemnitor(s) understand that any such steps taken to petition, protest, defend or settle any action by the Bond's obligee, whether such steps are initiated by Indemnitor(s) or by Surety, does not excuse Indemnitor(s) from the timely payment of bills for the Bond or for amounts paid in the pursuance thereof.
7. That Surety is expressly authorized to access Indemnitor(s)'s credit records and to make such pertinent inquiries as may be necessary from third party sources for the following purposes: (a) to verify information supplied to Surety; (b) for underwriting purposes; and (c) upon receipt of a claim or potential claim, or for debt collection. Surety may furnish copies of any and all documents and information, which it now has or may hereafter obtain concerning each of Indemnitor(s), to other persons or companies for any purpose. If located in the European Economic Area ("**EEA**"), Surety is expressly authorized to process the above information, for the purposes stated in (a), (b) and (c) above and that such data may be transferred from the EEA into the United States or to other countries outside of the EEA for such purposes. Upon request by Surety or its agents, Indemnitor(s) agree to immediately provide current financial information including, but not limited to, financial statements. Indemnitor(s) agrees to immediately notify Surety in writing of the institution of any voluntary or involuntary proceedings in bankruptcy, insolvency or reorganization involving Indemnitor(s). It is understood that Surety's liability under the Bonds may continue for extended periods of time after execution or termination of said Bonds and that Indemnitor(s)'s obligation to provide financial information upon request shall continue until Surety is provided adequate documentary evidence establishing that all liability under the Bonds has been fully extinguished.
8. That the rights, powers and remedies given Surety under this Agreement shall be cumulative, and the exercise of or failure to exercise any particular right, power, or remedy, at any time, shall not be considered an election of remedy, or a waiver of any other right, power, or remedy.
9. That Surety may, at any time hereafter, without releasing or discharging Indemnitor(s) from any claim, demand, damage, action, costs, liability, or any other expense theretofore incurred or accrued, take such action as it deems necessary to obtain its release from any and all liability under the Bonds. Indemnitor(s) shall further secure and indemnify Surety against any and all charges, liabilities, attorneys' fees and expenses of whatever nature that Surety may sustain or incur in obtaining such release.
10. That the invalidity of any provisions of this Agreement by reason of the law of any state or by any other reason shall not affect the validity of any other provision of the Agreement.
11. That the importation of any merchandise subject to Antidumping and/or Countervailing (AD/CVD) duties is prohibited. If Surety obtains information, from a Customs download or otherwise, that a Bond has been obligated for the importation of merchandise subject to AD/CVD, Indemnitor(s) shall be obligated to immediately post Collateral for the full Bond liability in Surety's dictated form of Collateral.
12. That with regard to Bonds executed hereunder for the importation of merchandise or transportation of imported merchandise, Indemnitor(s) consents to service of process upon the customs broker or agent executing the Bond on principal's behalf. Indemnitor(s) further consents to such service, at Surety's sole option, at the original port of entry, the final port of entry, or such other place of business of the aforementioned customs broker or agent. Indemnitor(s) consent to jurisdiction at the place of service.
13. That where the bonded merchandise is a motor vehicle, the Bond's execution shall be conditioned on the vehicle's immediate delivery to a bonded conversion facility authorized by Surety directly from the port of entry to the conversion facility for the purpose of performing all conversion required to conform the vehicle with United States Environmental Protection Agency and Department of Transportation emission and safety standards.
14. That the Bond's obligee or the customs broker handling any transaction may provide to Surety any and all information relative to entries or other transactions under the Bond. Moreover, Surety may provide to the Bond's broker of record entry and claim information obtained from the obligee concerning the Bond principal's activity secured by the Bond.
15. To the execution and filing of Bonds by their lawful agent or attorney-in-fact by electronic or such other means as may be elected in lieu of the completion of paper documents and in such instances to be bound by the terms and conditions of such Bonds as fully and completely as they would be had paper documents been employed and manually executed.
16. That the Bonds are subject to termination if Indemnitor(s) discontinue the use of a licensed customs broker satisfactory to Surety.
17. That in the event of notice or preliminary notice of claim, to give Surety the right to free access to the pertinent books, records, and accounts of Indemnitor(s) for the purpose of examining and copying them.
18. To hereby waive:
 - a. All right to claim any of their property, including homestead, as exempt from levy, execution or sale, or other legal process, under the laws of any state.
 - b. Any defense based upon this Agreement being executed subsequent to the date of any such Bond; Indemnitor(s) acknowledge and agree that Surety's execution of any such Bond was in pursuance of Indemnitor(s)'s previous request. If an Indemnitor's execution of this Agreement is found defective or invalid for any reason, such defect or invalidity shall not affect the Agreement's validity with respect to the other Indemnitor(s).
 - c. Notice of any breach of any such Bond, or any act or default that may give rise to a claim hereunder.
 - d. Any right to ask or require Surety to remove or join in any application for the removal of any proceeding from a state court to a federal court.
 - e. Notice of the acceptance of this obligation and execution of any such Bond.
19. That this shall be executed by the Indemnitor(s) and signatures may be either in the form of traditional manual signatures or electronic signatures. Electronic signatures shall be binding when executed pursuant to federal Electronic Signatures in Global and National Commerce Act (ESIGN) and Uniform Electronic Transactions Act (UETA) standards. Signed signature pages may be electronically transmitted by facsimile or email, and any such signature pages shall have the same legal effect as an original. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which, when taken together, will constitute one and the same instrument.
20. That Surety is authorized in its sole discretion to do the following: (a) from time to time make or consent to any change in, or issue any substitute for or renewal of, any such bond, and this instrument shall apply to such substituted or changed bond or renewal; (b) if any such bond be given in an action or proceeding in any court, to recognize any attorney of record in such action or proceeding for any party thereto at the date of the execution of such bond as the authorized representative of such party until Surety shall have been fully discharged from liability under such bond; (c) take such steps as Surety may deem necessary or proper to obtain a release from liability from any such bond.

IN WITNESS WHEREOF, the undersigned individual(s) hereby affirm that they are duly authorized to act individually and on behalf of the legal entities named as Indemnitor(s) herein.

Signed and dated this ____ day of _____, _____.

INDIVIDUAL/SOLE PROPRIETORSHIP/PARTNERSHIP			
Print Name of Individual/Partner		Print Name of Partner	
Individual/Partner's Home Address		Partner's Home Address	
Date of Birth	Social Security No.	Date of Birth	Social Security No.
Signature	WITNESS	Signature	WITNESS
CORPORATION/LLC			
Print Name of Corporate Officer	Title	Signature	SEAL