

ISF

**IMPORTER SECURITY FILING (ISF)  
SERVICE AGREEMENT AND  
ISF POWER OF ATTORNEY**

This Importer Security Filing Service Agreement ("ISF Agreement") is, effective as of the date signed below, by and between \_\_\_\_\_

and HART WORLDWIDE LOGISTICS, INC.

In this agreement, the party who is contracting to receive the services shall be referred to as the "ISF Importer", which includes the following terms for which roles the ISF Importer might be designated: the exporter, importer, sender, receiver, owner, consignor, consignee, transferor, or transferee of the Shipment(s). The party providing the services shall be referred to as "HART WORLDWIDE".

**DESCRIPTION OF SERVICES:** Beginning on the effective date of this ISF Agreement, HART WORLDWIDE will provide the following services based upon HART WORLDWIDE's Terms and Conditions: Importer Security Filing and Importer Security Filing Bond Purchasing (as defined in Title 19 of the United States Code of Federal Regulations).

**PAYMENT OF SERVICES:** Payment is due according to your payment terms. Refer to the separate pricing sheet for ISF filing fees.

**ISF BOND:** The importer must have a bond to file an ISF beginning on January 26, 2010, at which time the importer must possess either a continuous bond or a separate ISF bond. The pricing for the ISF bond will be provided at a future date.

**TIMING:** The importer must provide the 10 data elements and the commercial invoice(s) at least 72 hours before loading at the foreign port for timely filing of the ISF. The importer must also notify HART WORLDWIDE of any additional information or corrections relating to the 10 data elements as soon as possible for timely updates of the ISF at least 24 hours before arrival at the first U.S. port. The information must be on the Hart Worldwide ISF Form.

**RELATIONSHIP OF PARTIES:** It is understood by the parties that HART WORLDWIDE is an independent contractor with respect to the ISF Importer, and not an employee of the ISF Importer.

**CONFIDENTIALITY:** HART WORLDWIDE will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the ISF Importer, or divulge, disclose, or communicate in any manner, any information that is proprietary to the ISF Importer. HART WORLDWIDE will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this ISF Agreement.

**ENTIRE AGREEMENT:** This ISF Agreement contains the entire agreement for ISF of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

**SERVERABILITY:** If any provision of this ISF Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this ISF Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**LIABILITY:** By signing this form you agree to not hold HART WORLDWIDE LOGISTICS, INC., of any liability and harmless from any fines, penalties, sanctions ect, from a Government or Bonding Agent in reference that occurred and issued in regards to ISF Filings that took place. HART WORLDWIDE also request that you hold and get and Errors and Omissions Insurance Policy to protect you from Liquidation Penalties.

**APPLICABLE LAW:** This ISF Agreement shall be governed by the laws of the State of Florida.

Caused these presents to be sealed and signed: Signature X _____	
Capacity: _____	Date: _____
Witness (if required): _____	

Hart Worldwide Logistics, Inc  
FILER PERMIT CFX



**Importer Security Filing(ISF)**

**POWER OF ATTORNEY**

IRS/SSN/EIN# \_\_\_\_\_

<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Limited Liability Company
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KNOW ALL MEN BY THESE PRESENTS: That, \_\_\_\_\_  
(Full name of individual, partnership, corporation, sole proprietorship, or limited liability company)  
doing business as \_\_\_\_\_ under the laws of the (individual, partnership, corporation, sole proprietorship, or limited liability company) State of \_\_\_\_\_;

residing or having a primary place of business at \_\_\_\_\_, hereby constitutes and appoints, **HART WORLDWIDE LOGISTICS, INC.** its officials, employees and/or specifically authorized agents, to act for and on its behalf as true and lawful agent and attorney of the grantor named for and in the name, place, and stead of said grantor from this date, in the United States ("territory"), either in writing electronically or by other authorized means, to:

Make, approve, sign, declare, or swear to any Importer Security Filing(ISF) certificate or any other document required by law or regulation in correlation with the ISF import filing requirements of any merchandise in or through the Customs territory shipped or consigned by or to said grantor;

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

Sign and swear to any document and to perform any act that may be necessary or required by law or regulation in correlation with the ISF import filing requirements of merchandise owned by said grantor;

Providing to said agent and attorney full power and authority to do anything necessary to be done in the premises as completely 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 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 of effect in the United States after the expiration 2 years from the dates of its execution);

Grantor acknowledges receipt of **HART WORLDWIDE LOGISTICS, INC.**, Terms and Conditions governing all transactions between the persons concerned. 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.

IN WITNESS WHEREOF, the said \_\_\_\_\_

Caused these presents to be sealed and signed: Signature X \_\_\_\_\_

Capacity: \_\_\_\_\_ Date: \_\_\_\_\_

Witness (if required): \_\_\_\_\_

Please note: If you are the importer of record, payment to the broker will not relieve you of liability for Customs charges (penalties, fees, and other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid with a separate check payable to "U.S. Customs & Border Protection" which will be delivered to Customs by the broker.