

INSTRUCTIONS
(READ INSTRUCTIONS CAREFULLY)

This bond may be executed by either an acceptable surety company (surety bond), or any other obligor who deposits United States bonds or notes (Treasury bond) or cash (cash bond) as security for performance and fulfillment of the undertaking thereon. The party executing the bond is the principal obligor. An acceptable surety company is one that appears on a current Treasury Department Circular 570 as a company holding the requisite certificate of authority to act as a surety on Federal bonds. A bond executed by a surety company must have a currently valid power of attorney showing the authority of the agent of the surety company to execute the bond attached. Powers of Attorney do not have official form numbers. They differ from state to state and from company to company. Any agent of the surety shall be a party to this bond agreement, and he/she shall sign as a co-obligor in paragraph D. Failure of an agent to sign as co-obligor shall result in rejection of the bond. A co-obligor shall be jointly and severally liable with the surety for any breach of this bond agreement. Only an acceptable surety company is eligible to be the principal obligor on a surety bond (i.e., the liability of a co-obligor is in addition to, not instead of, that of the principal obligor).

Obligors and co-obligors (if any) shall state their full name and address in Paragraph A, and shall sign the bond where indicated in Paragraph D. Either the obligor or co-obligor, or both, may be corporate entities. In addition, the obligor for either a Treasury or cash bond must deposit the requisite security and execute the appropriate Power of Attorney (i.e., either Paragraph H or I). This deposit and execution may be made before two officers or employees of the INS who have been authorized to administer oaths pursuant to 8 U.S.C. 1357, and who shall sign as witnesses in Paragraph J. A notary public may witness the obligor's signature in either Paragraph H or I by affixing his/her notarial seal where indicated and showing the date his/her commission expires. No seal is required when officers or employees of the INS witness the transaction. When a notary public witnesses the obligor's signature, INS witnesses must still acknowledge receipt of the security for the bond in Paragraph J.

Only the owner of record may deposit United States bonds or notes. Such bonds or notes must be negotiable and not redeemable within one year of the date of the deposit. Any charges made by the depository for accepting United States bonds or notes must be borne by the alien or the owner of the security.

All erasures and cross-outs must be initialed by all parties. The initials of the parties constitute their acceptance of the changes made. Any erasure or cross-out lacking these initials shall be null and void.

PRIVACY ACT STATEMENT

The authority to prescribe this form is contained in 8 U.S.C. 1103(a), 1183, 1226, 1229, 1229a, 1229b, 1229c, and 1231. Submission of the information requested on this form is voluntary. The solicited information will be used principally by the INS to determine whether the alien for whom the bond is furnished shall be admitted into the United States, or release from INS custody. The information may also as a matter of routine use be disclosed to other federal, state, local, and foreign law enforcement and regulatory agencies, the Department of Defense, including any component the obligor has served in, or is serving, the Department of State, Central Intelligence Agency, Interpol, and individuals and organizations, during the course of investigation to elicit further information required by the INS to carry out its functions. Failure to provide the solicited information may result in the denial of a visa, denial of adjustment of status, deportation/exclusion/removal from the United States, or the continued detention of the alien in INS custody in conjunction with such proceedings.

Public Reporting Burden. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. Often this is difficult because some immigration laws are very complex. The estimated average time to complete and file this application is 30 minutes per application. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Immigration and Naturalization Service, HQPDI, 425 I Street, N.W., Room 4307r, Washington DC 20536. **(Do not mail your completed application to this address.)**

GENERAL TERMS AND CONDITIONS

The express language of the bond contract shall take precedence over any inconsistent policies or statements. Federal law shall apply to the interpretation of the contract, and its terms shall be strictly construed.

Provided it has the concurrence of the government, a surety may re-bond the alien at any time and at no expense to the government, provided it does not change the amount of the bond. Cancellation of a bond issued as a delivery bond shall occur upon any of the following, provided they occur prior to the date of a breach: INS' taking the alien back into its custody; deportation/exclusion/removal of the bonded alien; issuance of a new delivery or voluntary departure bond on the bonded alien; grant of permanent residence to the bonded alien; notice of the detention of the bonded alien for 30 or more days pursuant, or prior, to a conviction by local, state, or federal authorities; termination of deportation/removal proceedings (but not administrative closure or stay of such proceedings); death of the bonded alien; valid proof of the bonded alien's voluntary departure; or other circumstances as provided by statute or regulation. Cancellation for these reasons is automatic, and any subsequent appearance demand, or attempt to breach the bond, is null and void. The bond will not be canceled solely because the bonded alien is detained for less than 30 days by any local, state, or federal government agency. Execution of a voluntary departure bond for an alien cancels any existing delivery bond posted on behalf of the same alien, except in the circumstance when an immigration judge grants voluntary departure at the conclusion of a proceeding, and the alien appeals the finding of removability. Nothing in this contract shall affect the obligor's right to raise any defense to a bond breach in a timely administrative appeal. INS shall notify the obligor of a demand to produce the alien, the breach or cancellation of a bond, and any demand for payment of a bond. Paragraph seven of the settlement in *AMWEST SURETY v. RENO*, No 93-3256 JSL (Shx)(C.D. CA) requires that INS send a copy of any new or amended Notice to Appear or amended Order to Show Cause to the obligor. INS is not required to give the obligor notice of any other actions related to the bonded alien's immigration court proceedings. No demand to produce the bonded alien for deportation/removal shall be sent less than three days prior to sending notice to the bonded alien.

A delivery bond is breached when in response to a timely demand, the obligor either fails to produce the alien at the location specified in that demand. Except for good cause shown, this location shall be the District in which either removal/deportation proceedings are pending, or in which the Immigration Court issued a final order of removal/deportation. INS shall send notice of a breach of the bond to the obligor on Form I-323, Notice-Immigration Bond Breached, at the address of record. A voluntary departure bond is breached when the obligor fails to present valid proof that the bonded alien departed the United States on or before the date specified in the order granting voluntary departure within 30 days of that date. INS regulations provide that upon notification of a breach, the obligor has 30 days in which to file an administrative appeal or motion for reconsideration of the breach. A breach shall be administratively final if not appealed within this period. No Form I-323 shall be sent to the obligor more than 180 days following the date of the breach, and any notice sent more than 180 days after the date of the breach shall be unenforceable. The date of the breach for a delivery bond is the surrender date specified in the demand. For a voluntary departure bond, it is the 30th day after the date by which the alien was to depart the United States. Failure to send a Form I-323 within 180 days shall have no effect on the status of the bond; i.e., the bond shall remain in full force until and unless properly canceled. In the case of a delivery bond, INS may, unless otherwise precluded by law, send a new timely demand to produce the alien and then breach the bond again if the obligor fails to produce the alien.

A public charge bond is breached when the alien accepts any form of public assistance that leads to a final determination under either 8 U.S.C. 1227(a)(5); 8 CFR 237.10 - 237.18 that the alien has become a "public charge" or under 8 U.S.C. 1182(a)(4); 8 CFR 212.100 - 112 that the alien is likely to become a "public charge." As described in those regulations, the only forms of public assistance that can be considered in making a public charge finding are cash for income maintenance purposes or the government's costs for providing the alien with long-term care in an institution. Liability for such breach shall continue to accrue until the alien ceases to accept the public assistance that was considered in the determination that the alien has become or is likely to become a public charge under the statutes and regulations referenced in this paragraph, except that in no event shall the total liability of the obligor exceed the total amount of the bond. INS shall send notice of the breach to the obligor on Form I-323 as described in the paragraph above.

Demands for amounts due under the terms of this bond will be sent to the obligor after a breach becomes administratively final. If the surety or agent of the surety does not make payments within 120 days of the demand for payment, INS will notify the Department of Treasury of such nonpayment. Each co-obligor agrees that, in the event payment is not made within 30 days of the date of the demand for payment, interest, penalty, and handling charges as provided by the statute and regulation will accrue from the date of the first demand, and will be payable as damages hereunder. The statute of limitations that applies to actions for monetary damages from a breached bond is six years from the date of the breach event. (28 U.S.C. 2415)

Any obligation or duty imposed on an obligor by this contract applies equally to all co-obligors.

Immigration Bond

Power No. _____ **(Bonded Alien) File No.** _____
Bond Receipt No. _____

A. Name of obligor: _____
Street address of Obligor: _____
City, State and Zip Code: _____
Telephone: _____
Name of Agent/Co-Obligor (if any-Surety Bonds only): _____
Address (if different from that of Obligor): _____
Telephone: _____
Address to use for notice purposes: Obligor Agent Both
If this is executed by a surety company the rate of premium is: _____ and the amount of premium is: _____
The name and address of the person who executed a written instrument with the surety company requesting it to post bond is _____

B. Information about alien for whom bond is furnished: Name: _____
Current Location (i.e., where detained): _____
Date and country of birth: _____ Nationality: _____
Date, port and means of arrival in the United States: _____
Alien to reside at: _____
Telephone number at alien's residence: _____

C. In consideration of the facts recited in paragraph or paragraphs herein numbered _____ and captioned _____ (and in any rider or riders lettered _____ and captioned _____), the above named obligor and the agent acting on its behalf (if any), by subscribing hereto, hereby declare that they are firmly bound unto the United States in the sum of _____ dollars (\$ _____) unless the guarantee of the bond is that the alien shall not become a public charge, the obligor, and the agent acting on its behalf (if any), declare themselves bound in such amount or successive amounts as are prescribed in paragraph (G-2) herein as liquidated damages and not as penalty, which sum is to be paid to the United States immediately upon failure to comply with the terms set forth in any such paragraph or rider. The obligor and agent further agree that any notice to him/her in connection with this bond may be accomplished by mail, directed to him/her at the above address. The obligor acknowledges receipt of a copy of the executed bond and any attached rider or riders specified above.

D. Signed and sealed this _____ day of _____
(Month/Year)

(Signature of Obligor) (Signature of Agent (if any))

E. Bond approved and accepted at _____ on _____
(City and State) (Day) (District Director)

F. Surety Company _____ Taxpayer Identification Number _____
Agent-Bonding Company _____ Taxpayer Identification Number _____
Obligors-Cash/Treasury Bond _____ Taxpayer Identification Number _____

31 U.S.C. 7701(c)(1) requires each person doing business with a federal government agency to furnish that agency such person's taxpayer identification number. It is the intent of the INS to use such number for purposes of collecting and reporting information on any delinquent accounts arising out of such person's relationship with the Government. The obligor, surety, or agent must furnish its Taxpayer Identification Number (TIN) to INS. Failure to furnish the TIN will result in a refusal of the bond.

(Bonded Alien) File No. _____

Bond Receipt No. _____

G. (1) BOND CONDITIONED UPON THE DELIVERY OF AN ALIEN. In consideration of the granting of the application of the above alien for release from custody under a warrant of arrest issued by the Attorney General charging that he/she is unlawfully in the United States, provided there is furnished a suitable bond as authorized by Section 236 and/or Section 241 of the Immigration and Nationality Act, the obligor hereby furnishes such bond with the following conditions if: (1) the alien is released from custody and if the obligor shall cause the alien to be produced or to produce himself/herself to an immigration officer or an immigration judge of the United States, as specified in the appearance notice, upon each and every written request until exclusion/deportation/removal proceedings in his/her case are finally terminated; (2) the said alien is accepted by the INS for detention or deportation/removal; or (3) the bond is otherwise canceled, this obligation shall terminate. If, however, the obligor fails to surrender the alien in response to a timely demand while the bond remains in effect, the full amount of the bond (see Paragraph C above), becomes due and payable. The obligor further agrees that no order issued by or under the authority of the Attorney General by virtue of which issuance or execution of any order of deportation/removal is or may be deferred, shall be in any manner construed to impair or render void this obligation or any part thereof.

(2) BOND THAT ALIEN SHALL NOT BECOME A PUBLIC CHARGE. In consideration of the granting of the application of the above alien for permission to enter the United States, providing there is furnished a suitable bond that he/she will not become a public charge, the obligor hereby furnishes such bond with the following conditions: if the alien is admitted to the United States and accepts any form of public assistance that leads to a final determination under either 8 U.S.C. 1227(a)(5); 8 CFR 23.10 - 237.18 that the alien has become a "public charge" or under 8 U.S.C. 1182(a)(4) that the alien is likely to become a "public charge," the obligor shall pay to the United States or to any State, Territory, county, town, municipality or district thereof, which shall have provided such public assistance any or all charges or expenses arising therefrom up to the total amount of the bond. As described in those regulations, the only forms of public assistance that will be considered in making a public charge finding are cash for income maintenance purposes or the government's costs for providing the alien with long-term care in an institution. In the event that the public authority providing the assistance is not authorized to accept reimbursement, the obligor agrees that he/she will promptly pay the actual expenses to the Immigration and Naturalization Service. If the obligor fails to pay all charges or expenses within 30 days after notice to him/her by the INS that the alien received a form of public assistance that was considered in making a determination that the alien has become or is likely to become a "public charge" under the statutes and regulations referenced in this paragraph, provided that in no event shall the liability of the obligor exceed the total amount of bond, then INS may cease to do business with the obligor or co-obligor. Any such amounts collected by the INS, which are not turned over to the public authority providing the assistance will be deposited in the Breached Bond Detention Fund. Notwithstanding any violation of this bond and any payment made pursuant to the terms thereof, this obligation shall remain in full force and effect as to the remainder of the liability of this obligation until the departure, naturalization or death of the alien. It is further agreed that suit to enforce any of the conditions of this bond may be instituted by either United States, or any interested State, Territory, county, town, municipality, or district thereof.

(3) BOND CONDITIONED UPON THE VOLUNTARY DEPARTURE OF AN ALIEN. In consideration of the granting by the Attorney General of an application of the above alien to depart voluntarily from the United States, provided there is furnished a suitable bond as authorized by 8 U.S.C. 1229c the obligor hereby furnishes such bond with the following conditions if: (1) the obligor ensures that the alien departs the United States on or before the date specified in the order granting voluntary departure, and provides probative documentation of the departure; or (2) the alien is actually accepted by the INS for detention or deportation/removal, this obligation shall terminate. Otherwise the amount of the bond specified in Paragraph C above shall become due and payable.

Mitigation (Applies to Item (G)(1))

An execution to the above occurs when the obligor or surety delivers the bonded alien within varying increments of the 30 calendar day period following the date of the bond breach. If the obligor or surety delivers the bonded alien within 10 days of the date of the breach, the obligor or surety shall receive a mitigation of 66.67% of the bond principal. If the obligor delivers the bonded alien within 20 days of the date of the bond breach, the obligor or surety shall receive a mitigation of 50% of the bond principal. If the obligor or surety delivers the bonded alien within 30 days of the date of the bond breach, the obligor or surety shall receive a mitigation of 30% of the bond principal. If the obligor delivers the bonded alien more than 30 days after the date of the bond breach, no amount will be mitigated and the full amount of the bond will be due from the obligor. Nothing in this paragraph precludes the INS from apprehending the bonded alien during the mitigation period. If the obligor elects to deliver the bonded alien to mitigate damages, it must give the appropriate INS office written notice of delivery not less than 72 hours prior to delivering the bonded alien. The requirement to provide written notice may be waived by the District Director or the District Director's designee in the appropriate circumstances.

(Bonded Alien) File No. _____

Bond Receipt No. _____

H. PLEDGE AND POWER OF ATTORNEY FOR USE WHEN UNITED STATES BONDS OR NOTES ARE DEPOSITED AS SECURITY.

I hereby pledge the United States Bond/Notes described in the following schedule as security for the performance and fulfillment of the obligations described in paragraph C above in accordance with 6 U.S.C. 15, 31 CFR part 225, and Treasury Department Circular 154. I appoint the Attorney General of the United States as my attorney to collect, sell, assign, and transfer said United States Bond or Note. In the case of any default in performance of conditions herein, my attorney shall have the power to collect without appraisal or valuation notice, and to apply the proceeds to the satisfaction of any damages, demands, or deficiencies arising from such default. I waive my right to redeem this security.

Title of Bond/Notes	Coupons Attached	Face Value	Interest Rate	Serial No.	Interest Dates

(Affix Seal Here
if Required)

(Signature of Person Pledging Bonds or Notes)

I. PLEDGE AND POWER OF ATTORNEY FOR USE WHEN CASH IS DEPOSITED AS SECURITY.

I hereby pledge the amount of _____ (\$ _____) United States currency as security for the performance and fulfillment of the obligations described in paragraph C above. I appoint the Attorney General of the United States as my attorney to collect or to assign and transfer the said sum of money. I agree that, in case of default in the performance of any of the conditions herein to which I have subscribed, said attorney shall have full power to collect said sum of money or any part thereof or to assign and transfer said sum or any part thereof deemed appropriate by said attorney to the satisfaction of any damages, demands, or deficiencies arising by reason of such default. I further empower said attorney, in the event all the conditions herein to which I have subscribed have been complied with and the bond is canceled, to deliver the said sum of money plus any interest accrued thereon, to me at my risk and expense by such means as said attorney shall select.

(Affix Seal Here
if Required)

(Signature of Person Pledging Cash)

J. Before me, within the county/city/parish of _____ in _____, the above named individual personally appeared before us, acknowledges the execution of the foregoing power of attorney, and deposited the security described above. Witness our hands this _____ day of _____, _____.

(Signature)

(Title)

(Signature)

(Title)

This copy is to be retained by the obligor.

(Bonded Alien) File No. _____

Bond Receipt No. _____

H. PLEDGE AND POWER OF ATTORNEY FOR USE WHEN UNITED STATES BONDS OR NOTES ARE DEPOSITED AS SECURITY.

I hereby pledge the United States Bond/Notes described in the following schedule as security for the performance and fulfillment of the obligations described in paragraph C above in accordance with 6 U.S.C. 15, 31 CFR part 225, and Treasury Department Circular 154. I appoint the Attorney General of the United States as my attorney to collect, sell, assign, and transfer said United States Bond or Note. In the case of any default in performance of conditions herein, my attorney shall have the power to collect without appraisal or valuation notice, and to apply the proceeds to the satisfaction of any damages, demands, or deficiencies arising from such default. I waive my right to redeem this security.

Title of Bond/Notes	Coupons Attached	Face Value	Interest Rate	Serial No.	Interest Dates

(Affix Seal Here
if Required)

(Signature of Person Pledging Bonds or Notes)

I. PLEDGE AND POWER OF ATTORNEY FOR USE WHEN CASH IS DEPOSITED AS SECURITY.

I hereby pledge the amount of _____ (\$ _____) United States currency as security for the performance and fulfillment of the obligations described in paragraph C above. I appoint the Attorney General of the United States as my attorney to collect or to assign and transfer the said sum of money. I agree that, in case of default in the performance of any of the conditions herein to which I have subscribed, said attorney shall have full power to collect said sum of money or any part thereof or to assign and transfer said sum or any part thereof deemed appropriate by said attorney to the satisfaction of any damages, demands, or deficiencies arising by reason of such default. I further empower said attorney, in the event all the conditions herein to which I have subscribed have been complied with and the bond is canceled, to deliver the said sum of money plus any interest accrued thereon, to me at my risk and expense by such means as said attorney shall select.

(Affix Seal Here
if Required)

(Signature of Person Pledging Cash)

J. Before me, within the county/city/parish of _____ in _____, the above named individual personally appeared before us, acknowledges the execution of the foregoing power of attorney, and deposited the security described above. Witness our hands this _____ day of _____, _____.

(Signature)

(Title)

(Signature)

(Title)

This copy is to be retained by Bond Section ACB-FIN.

(Bonded Alien) File No. _____

Bond Receipt No. _____

H. PLEDGE AND POWER OF ATTORNEY FOR USE WHEN UNITED STATES BONDS OR NOTES ARE DEPOSITED AS SECURITY.

I hereby pledge the United States Bond/Notes described in the following schedule as security for the performance and fulfillment of the obligations described in paragraph C above in accordance with 6 U.S.C. 15, 31 CFR part 225, and Treasury Department Circular 154. I appoint the Attorney General of the United States as my attorney to collect, sell, assign, and transfer said United States Bond or Note. In the case of any default in performance of conditions herein, my attorney shall have the power to collect without appraisal or valuation notice, and to apply the proceeds to the satisfaction of any damages, demands, or deficiencies arising from such default. I waive my right to redeem this security.

Title of Bond/Notes	Coupons Attached	Face Value	Interest Rate	Serial No.	Interest Dates

(Affix Seal Here
if Required)

(Signature of Person Pledging Bonds or Notes)

I. PLEDGE AND POWER OF ATTORNEY FOR USE WHEN CASH IS DEPOSITED AS SECURITY.

I hereby pledge the amount of _____ (\$ _____) United States currency as security for the performance and fulfillment of the obligations described in paragraph C above. I appoint the Attorney General of the United States as my attorney to collect or to assign and transfer the said sum of money. I agree that, in case of default in the performance of any of the conditions herein to which I have subscribed, said attorney shall have full power to collect said sum of money or any part thereof or to assign and transfer said sum or any part thereof deemed appropriate by said attorney to the satisfaction of any damages, demands, or deficiencies arising by reason of such default. I further empower said attorney, in the event all the conditions herein to which I have subscribed have been complied with and the bond is canceled, to deliver the said sum of money plus any interest accrued thereon, to me at my risk and expense by such means as said attorney shall select.

(Affix Seal Here
if Required)

(Signature of Person Pledging Cash)

J. Before me, within the county/city/parish of _____ in _____, the above named individual personally appeared before us, acknowledges the execution of the foregoing power of attorney, and deposited the security described above. Witness our hands this _____ day of _____, _____.

(Signature)

(Title)

(Signature)

(Title)