

# Third Party Billing Agreement

## U.S. Brokerage

This Agreement is in reference to U.S. importations on which Livingston International, Inc. acts as agent on behalf of \_\_\_\_\_, the Importer of Record, hereafter known as the Importer. It is normal practice to invoice all charges pertaining to such importations to the Importer.

The Importer, however, has requested that certain / all charges be invoiced to \_\_\_\_\_, hereafter known as the Third Party, and as a condition to such a procedure, it is necessary for the Importer and the Third Party to agree to certain conditions as set out below:

1. Terms of payment, specifically \_\_\_days from date of invoice, will be adhered to by the both the Importer of record and the bill-to party (as applicable).
2. The Importer undertakes to ensure that the Third Party provides the Importer with copies of all necessary and available documentation for proper maintenance of records as required by U.S. Customs regulations, 19 USC, Sec. 1509 a1A, (and any amendments thereto) which pertain to the legal responsibilities of the Importer. Importer waives requirement for the broker to separately provide him a copy of the entry or bill for services (19 CFR 111.36). The undersigned hereby jointly and severally agree to indemnify and save harmless Livingston for and against any and all losses, damages or penalties resulting from or arising out of or in any way connected with the failure to comply with this regulation.
3. This agreement in no way limits or changes any due diligence and reasonable care requirements, or any other responsibility, the Importer has to US Customs or any other U.S. government agency/department. These responsibilities include but are not limited to issues of admissibility, valuation, classification and/or bonding requirements.
4. Upon completion and prior to implementation, the original copy of this document will be returned to Livingston International, Inc. for verification and retention.
5. The Importer hereby guarantees payment to Livingston of all charges invoiced to the Third Party not paid in accordance with terms agreed upon herein.
6. The Importer confirms it has "right to make entry" as the owner or purchaser of the goods being imported, in accordance with Customs directive 3530-002, available at <http://www.cbp.gov/linkhandler/cgov/trade/legal/directives/3530-002a.ctt/3530-002a.pdf>

The undersigned by execution of this letter agree to all terms and conditions contained herein.

Importer of Record	Third Party
Name:	Name:
Title:	Title:
Company Name:	Company Name:
Signature:	Signature: