**SHIPPING ARRANGEMENT SERVICE AGREEMENT**

**DESIGNATION WITH AUTHORITY OF AIR SHIPMENTS &/or OCEAN SHIPMENTS ON BEHALF OF IMPORTER**

**KNOW ALL PERSONS AND ENTITIES BY THESE PRESENTS:**

That

(First, Middle & Last Name of Importer/Exporter) (AND **if any**, Business Entity hereby referred a the Importer/Exporter).

(Importing as: Complete Business Address, City, State and Zip (**No** PO. Box):

Phone # Email

S.S.N # or EIN/IRS # or CAN # (Importing as)

**Here are the terms and conditions:**

1. 101 Shipping inc, its officers, employees; and/or specifically authorized freight forwarding agents, to act for and on its behalf as a true and lawful agent of the Importer for and in the name, place and stead of said Importer, from this date, in the United States (the “territory”) either in writing, electronically, or by other authorized means, to: Make, endorse, sign, declare, or swear to any customs entry, withdrawal, declaration, certificate, bill of lading, carnet or any other documents required by law or regulation or otherwise necessary in connection with the importation, exportation, transportation, of any merchandise in or through the territory, shipped or consigned by or to said Importer; Perform any act or condition which may be required by law or regulation or otherwise necessary in connection with such merchandise deliverable to said Importer; to receive any Merchandise; make endorsements on bills of lading conferring authority to transfer title; make entry or collect drawback; and to make, sign, declare, or swear to any statement or certificate, schedule, supplemental schedule, certificate of delivery, certificate of manufacture, certificate of manufacture and delivery, abstract of manufacturing records, declaration of proprietor on drawback entry, declaration of exporter on drawback entry, or any other affidavit or document which may be required by law or regulation for drawback or other purposes, regardless of whether such document is intended for filing with government entities; Sign, seal, and deliver for and as the act of said Importer 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, unlading or navigation of any vessel or other means of conveyance owned or operated by said Importer, and any and all bonds which may be voluntarily given and accepted under applicable laws and regulations, consignee’s and owner’s declarations, or affidavits or statements in connection with the entry of merchandise; Sign and swear to any document and to perform any act that may be necessary or required by law or regulation or otherwise necessary in connection with the entering, clearing, lading, unlading, or operation of any vessel or other means of conveyance owned or operated by said Importer; Authorize other Customs Brokers duly licensed within the territory to act as Importer’s agent to receive, endorse and collect checks issued for Customs duty refunds in Importer’s name drawn on government entities; if the Importer is a nonresident of the United States, to accept service of process on behalf of the Importer;

To execute any document or make payments for services on behalf of the Importer in connection with the following activities:

(a) represent Importer in relation to other agents of Importer in connection with shipments;

(b) arrange and provide Transportation (barge or trucking) for Importer shipments;

(c) receive original commercial documentation from vendors of Importer;

(d) reissue commercial documentation on behalf of the Importer customers;

(e) make appointments for delivery of Importer shipments;

(f) represent Importer in connection with discrepancies in the shipments transported by air or ocean; and

(g) take any other action reasonably related to accomplish the foregoing activities or other additional actions authorized by Importer in writing;

And generally to transact Customs business, including filing of claims or protests under laws of the territory, in which said Importer is or

may be concerned or interested and which may properly be transacted or performed by a freight forwarding agent; Giving to said freight forwarding agent authority to do anything necessary to be done in the premises as fully as said Importer could do it present and acting, hereby ratifying and confirming all that the said a freight forwarding agent shall lawfully do by virtue of these presents.

**101SA**

**(Initial here when read and understood)**

2. This authority is to remain in full force and effect so long as 101 Shipping inc is handling the US Custom Clearance for Importer, by air or ocean. In addition, Importer agrees to indemnify and hold harmless 101 Shipping inc., its officers, employees and/or specifically authorized agents with respect to claims arising out of or in connection with performance by the foregoing of its / their authorized duties pursuant to the handling of Importer’s cargo shipment air or ocean and custom clearance.

3. Importer further agrees to pay 101 Shipping inc immediately for service rendered, which includes, but is not limited to the freight charge, air or ocean, storage fees, brokers fees, import service fees, taxes and duties related to Importer’s cargo, and for any out of pocket expenses or amounts spent by 101 Shipping inc that were not pre-paid by Importer, in connection with the freight transportation of Importer’s cargo by air or ocean. If such amounts are not paid after 101 Shipping inc provides Importer written email notice of such payments such amounts shall include interest at a cumulative rate of 10% per seven days (up to the highest rate permitted by applicable law).

4. Importer hereby acknowledges and to NOT hold 101 Shipping inc liable for any delays relating to the following: custom inspection, domestic or international, an act of nature and god, an act of civil or economic strife or unrests, an act of war, domestic or international, an act of insurrection, domestic or international, unforeseen accidents such as fire on the vessel or haul, sinking of the vessel, piracy or hijacking of the vessel and or sinking of the freight vessel by the negligence of the vessel crews and or a third party acts. Further, importer will NOT hold 101 Shipping inc liable for any acts or conducts of the freight carriers, which may result in damages or losses to importer’s cargo. Further, importer shall hold 101 Shipping inc harmless for any acts and incidents that occurs and/or happens on the freight carrier’s vessel regardless of where the freight vessel is in international water or not.

In addition, **Importer shall NOT hold 101 Shipping inc liable for any packages or products or cargo shipments that are confiscated due to the breach of any city, local law, state law, federal law or international governmental laws and regulations, such as copy rights, FDA/ATF/TTB/DOT/EPA/USDA/(Fumigation Report) & other US Government agencies, but are not limited to importing illegal firearms, materials that can be used to produce home-made explosive devices, the importing of people from another country and others. Importer is fully responsible for all law. Moreover, if there is an unforeseen incident and freight carrier exercise a general average act, importer must comply with the general average act as stated in the York Antwerp Rule which is created and established into the maritime rules and regulation.**

**(Initial here when read and understood)**

5. In addition, Importer hereby agrees to pay 101 Shipping inc for any and all transporting service rendered by 101 Shipping inc to Importer, if Importer fails to pay the invoice presented by 101 Shipping inc, then 101 Shipping inc thru legal actions can collect the rendered services from Importer either by taking a legal actions or by auctioning off Importer cargo shipment to a third party or third entity.

6. Importer hereby acknowledges that the transportation rates can be changed due to the various economic seasons and the fluctuating world economy and that Importer will not hold liable 101 Shipping inc for any various rates modifications or adjustments. Importer also agrees to hold 101 Shipping inc harmless for any and all fluctuating fuel surcharges that Airlines or Freightliners and Freight Carriers may charge thru the months and quarters.

7. Further, in consideration of this Agreement, the Importer shall make prompt payment, when due of all invoices and claims 101 Shipping inc may have against the Importer. In the event of default by the corporation, company, or limited liability company, the officers of these entity shall personally and individually guaranty (Signer & Company) to 101 Shipping inc the full prompt payment when due, including but not limited to all losses or expenses which may have been incurred by 101 Shipping inc in the collection of the default payment against Importer.

**(Initial here when read and understood)**

8. All information are Confidentially Protected by 101 Shipping inc.: such as shipping bill of lading, import/export bond, factory information, importer invoice and packing list will be protected by 101 Shipping inc and will not be shared with any third party entity.

9. The execution of this Service Agreement Designation with Authority to Custom Clearing &/or Air Shipments &/or Ocean Shipments form is an acknowledgement that the Importer have read the terms and conditions on this two page agreements & our / www.101shipping.com disclaimer/teams of this service document as outlined in the paragraphs referenced above. NOTE: 101 Shipping inc is an Arrangement of logistic/Shipping.

10. After signing, please email (info@101shipping.com) or fax (424-702-3262) this forms. Signed faxed or email copy is just as good as an original copy.

**By signing this Agreement, Importers are NOT obligated to use 101 Shipping inc service for any of their Current or Future or Past Import/Export shipments. However, if Importer does use(d) the service(s) with 101 Shipping inc., then this Agreement will be in full effect & our Disclaimer/Terms/Conditions on our/www.101 Shipping inc will be in full effect.**

Importer Signature (Officer / Individual): Date:

( mm / dd / yyyy )

**(Before signing, Please double check 3 (Three) initial are mark**)

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