

DEPARTMENT OF HOMELAND SECURITY
U.S. Immigration and Customs Enforcement

IMMIGRATION BOND

OMB No. 1653-0022; Expires 05/31/2009

INSTRUCTIONS

(READ INSTRUCTIONS CAREFULLY)

This bond is posted as security for performance and fulfillment of the bonded alien's obligations to the government. An acceptable surety company or an entity or individual who deposits United States bonds, notes, or cash may execute the bond as surety. The surety is the obligor; the bonded alien is the principal; and DHS is the beneficiary of all bonds it authorizes. The obligor guarantees the performance of the conditions of the bond. The bond's guaranty is secured by the amount of the bond. An acceptable surety company is one that appears on the current Treasury Department Circular 570 as a company holding the requisite certificate of authority to act as a surety on Federal bonds. An agent of an acceptable surety company may execute the bond only if the agent attaches to the bond a currently valid power of attorney showing the authority of the agent to act for the surety company. Powers of Attorney do not have official form numbers. They differ from state to state and from company to company. Any agent of an acceptable surety company is a co-obligor on this bond, 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 company for any breach of this bond (i.e., the liability of a co-obligor is in addition to, not instead of, that of the obligor). DHS may refuse to accept any bond to the extent permitted by law.

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, an obligor who deposits United States bonds, notes, or cash 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 Department of Homeland Security ("DHS") 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 DHS witness the transaction. When a notary public witnesses the obligor's signature, DHS 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.

PRIVACY ACT STATEMENT

Authority and Purpose: The Immigration and Nationality Act, as amended, (8 U.S.C. 1103, 1183, 1226, 1229c, and 1363) authorizes the collection of this information to provide for the posting, maintenance, cancellation, and breach of an immigration surety bond, and for associated financial management activities, including collection of unpaid monies, reimbursement of the bond principal, and the calculation, payment, and reporting of interest. The Internal Revenue Code (26 U.S.C. 6109) and Executive Order 9397 authorize the collection of the Social Security number (SSN).

Disclosure: Furnishing this information is voluntary; however, failure to provide it will result in the non-issuance of the immigration bond. For cash bonds, your SSN is necessary to pay interest through the U.S. Treasury Department and to comply with Internal Revenue Service requirements to report interest payments.

Routine Uses: This information will be used by and disclosed to DHS personnel and contractors or other agents who need the information to support the enforcement of immigration laws and the provision of immigration benefits. DHS may share this information with the U.S. Treasury Department to report interest paid to an obligor, and to facilitate payments to or collection of monies owed by an obligor. DHS may also share this information with the U.S. Justice Department and other Federal and State agencies for collection, enforcement, investigatory, or litigation purposes, or as otherwise authorized pursuant to its published Privacy Act system of records notice.

Public Reporting Burden. Under the Paperwork Reduction Act, an agency may not sponsor an information collection and 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 Department of Homeland Security, U.S. Immigration and Customs Enforcement, 500 12th Street, S.W., Room 3138, Washington DC 20536. **(Do not mail your completed application to this address.)**

GENERAL TERMS AND CONDITIONS

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

Provided it has the concurrence of the government and it does not change the amount of the bond, an obligor may re-bond the alien at any time and at no expense to the government. 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: DHS' taking the alien back into its custody; deportation/exclusion/removal of 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; voluntary departure by the bonded alien as evidenced by valid proof thereof; 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.

DHS shall notify the obligor or co-obligor of a demand to produce the alien, the breach or cancellation of a bond, and any demand for payment of a bond. Notice sent to either the obligor or co-obligor is sufficient to trigger the duties and obligations under this bond. Any obligation or duty imposed on an obligor by this bond applies equally to all co-obligors.

DHS shall send notice of a breach of the bond to the obligor or co-obligor on Form I-323, Notice- Immigration Bond Breached, at the address of record. DHS 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. Any obligor who contests a declaration of breach shall file an administrative appeal seeking review of the declaration of breach. A declaration of breach shall be administratively final if not timely appealed. Judicial review of any administrative declaration of bond breach is pursuant to the Administrative Procedures Act, 5 U.S.C. § 701, et seq.

Demands for amounts due under the terms of this bond will be sent to the obligor or co-obligor after a declaration of breach becomes administratively final. For bonds posted by acceptable surety companies, if the surety company or agent of the surety company does not make payment within 120 days of the demand for payment, DHS may notify the Department of the Treasury of such nonpayment. If payment is not made within 30 days of the date of the demand for payment, interest, penalty, and handling charges as provided by the Debt Collection Act, 31 U.S.C. § 3701, et seq., and the Federal Claims Collection Standards, 31 C.F.R. §§ 900-904, will accrue from the date of the first demand.

DEPARTMENT OF HOMELAND SECURITY
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Power of Attorney Number _____

(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/Co-Obligor (if any))

E. Bond approved and accepted at _____ on _____ (City and State) _____ (Date)

(Field Office Director Printed Name) _____ (Field Office Director Signature)

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

31 U.S.C. 7701©(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 DHS to use such numbers 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 DHS. Failure to furnish the TIN may result in a refusal of the bond.

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Power of Attorney Number _____

(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 DHS 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 or Secretary of Homeland Security 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 prohibited public assistance 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. 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 Department of Homeland Security. If the obligor fails to pay all charges or expenses within 30 days after notice to him/her by the DHS that the alien received a form of prohibited public assistance that was considered in making a determination that the alien has become a "public charge" provided that in no event shall the liability of the obligor exceed the total amount of bond, then DHS may cease to do business with the obligor or co-obligor. Any such amounts collected by the DHS, 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 within 30 days of the date specified in the order granting voluntary departure; or (2) the alien is actually accepted by the DHS 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.

(4) ORDER OF SUPERVISION BOND. In consideration of the granting of the release of the above alien pursuant to a post removal period order of supervision, the obligor hereby furnishes this guaranty with the condition that: if the alien fully performs all of the conditions of the order of supervision and surrenders for removal, then this obligation shall terminate; but if the alien fails to fully perform all of the conditions of the order of supervision, or the alien fails to surrender for removal, the full amount of this bond shall become due and payable by the obligor.

IMMIGRATION BOND

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(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, acknowledged the execution of the foregoing power of attorney, and deposited the security described above. Witness our hands this _____ day of _____, _____.

(Signature)

(Title)

(Signature)

(Title)