



Public Charge Bond
Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
Form I-945
 OMB No. 1615-xxxx
 Expires xx/xx/xxxx

For USCIS Use Only											
Completed by the Obligor or Co-Obligor											
Name of Obligor _____	Power of Attorney Number _____										
Bonded Alien _____	Alien Registration File Number ► A- <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>										
Bond Receipt Number _____											

To be completed by the obligor's or agent/co-obligor's attorney or accredited representative (if any).			
<input type="checkbox"/> Select this box if Form G-28 is attached.	Volag Number (if any) <table border="1" style="width: 100%; height: 20px;"></table>	Attorney State Bar Number (if applicable) <table border="1" style="width: 100%; height: 20px;"></table>	Attorney or Accredited Representative USCIS Online Account Number (if any) <table border="1" style="width: 100%; height: 20px;"></table>

► **START HERE - Type or print in black ink.**

Part 1. Obligor and Agent/Co-Obligor Information

31 U.S.C.A. § 7701(c)(1). The head of each Federal agency will require each person doing business with that agency to furnish to that agency such person's taxpayer identification number. It is the intent of the Department of Homeland Security (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 Public Charge Bond.

Obligor

An acceptable surety company, or an entity or individual who deposits cash or cash equivalents such as certified checks, cashier's checks, or money orders, may execute the public charge bond ("public charge bond" or "bond") as the 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 generally 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. Acceptable sureties are defined in 8 CFR 103.6(b).

Agent/Co-Obligor (if any - Surety Bonds only)

An agent of an acceptable surety company may execute the bond only if the agent provides a currently valid Power of Attorney showing the authority of the agent to act for the surety company. A Power of Attorney must comply with the state laws governing the jurisdiction in which it was executed. The agent/co-obligor must provide an original Power of Attorney or a true copy (as defined by applicable state law) of the Power of Attorney. Any authorized agent of an acceptable surety company is a co-obligor on the bond, and the agent will sign as a co-obligor in **Part 3**. Failure of an agent to sign as co-obligor shall result in rejection of the bond. Agent/co-obligors will be jointly and severally liable for any breach of this bond (that is, the liability of an agent/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 agent/co-obligors (if any) will state their full name and address in **Part 1**, and will sign the bond where indicated in **Part 3**. In addition, an obligor who deposits cash or cash equivalents, as listed in 8 CFR 103.6, such as certified checks, money orders, or cashier's checks, must deposit the requisite security.

Completed by the Obligor or Co-Obligor

Name of Obligor _____ Power of Attorney Number _____
 Bonded Alien _____ Alien Registration File Number ► A-

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 Bond Receipt Number _____

Part 1. Obligor and Agent/Co-Obligor Information (continued)

Information about Obligor

1. Name of Obligor

Family Name (Last Name) _____ Given Name (First Name) _____ Middle Name _____

2. Mailing Address of Obligor

[\(USPS ZIP Code Lookup\)](#)

In Care Of Name (if any) _____

Street Number and Name _____ Apt. Ste. Fl. Number _____

City or Town _____ State _____ ZIP Code _____

Province _____ Postal Code _____ Country _____

3. Physical Address of Obligor

Street Number and Name _____ Apt. Ste. Fl. Number _____

City or Town _____ State _____ ZIP Code _____

Province _____ Postal Code _____ Country _____

4. Obligor's Daytime Telephone Number

5. Obligor's Email Address (if any)

6. TIN (includes Individual Tax Identification Number (ITIN), Employer Identification Number (EIN), and Social Security Number (SSN))

Information about Agent/Co-Obligor (if any-Surety Bonds only)

7. Name of Agent/Co-Obligor (if any-Surety Bonds only)

Family Name (Last Name) _____ Given Name (First Name) _____ Middle Name _____

Completed by the Obligor or Co-Obligor

Name of Obligor _____ Power of Attorney Number _____
Bonded Alien _____ Alien Registration File Number ▶ A- [] [] [] [] [] [] [] [] [] []
Bond Receipt Number _____

Part 1. Obligor and Agent/Co-Obligor Information (continued)

8. Mailing Address (if different from that of obligor)

In Care Of Name (if any)

[]

Street Number and Name

[]

Apt. Ste. Flr. Number

[]

City or Town

[]

State

ZIP Code

[] []

Province

[]

Postal Code

[]

Country

[]

9. Physical Address (if different from that of obligor)

Street Number and Name

[]

Apt. Ste. Flr. Number

[]

City or Town

[]

State

ZIP Code

[] []

Province

[]

Postal Code

[]

Country

[]

10. Agent/Co-Obligor's Daytime Telephone Number

[]

11. Agent/Co-Obligor's Email Address (if any)

[]

12. TIN (includes ITIN, EIN, and SSN)

[]

13. Power of Attorney Number

[]

Other Information

14. If this is executed by a surety company (or by an agent/co-obligor on the surety company's behalf),

the rate of premium is [] % and the amount of the premium is [] .

15. Provide the name and address of the person who executed a written instrument with the surety company requesting it to post bond, if other than the bonded alien.

[]
[]
[]

Completed by the Obligor or Co-Obligor

Name of Obligor _____ Power of Attorney Number _____
 Bonded Alien _____ Alien Registration File Number ► A-

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 Bond Receipt Number _____

Part 2. Information About the Alien For Whom the Bond Is Furnished

1. Family Name (Last Name) _____ Given Name (First Name) _____ Middle Name _____
2. Alien Registration Number (A-Number) (if any) ► A-

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3. USCIS Online Account Number (if any) ►

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4. Form I-485 Receipt Number _____
5. Mailing Address of Alien
 In Care Of Name (if any) _____
 Street Number and Name _____ Apt. Ste. Flr. Number _____
 City or Town _____ State _____ ZIP Code _____
 Province _____ Postal Code _____ Country _____
6. Physical Address of Alien
 Street Number and Name _____ Apt. Ste. Flr. Number _____
 City or Town _____ State _____ ZIP Code _____
 Province _____ Postal Code _____ Country _____
7. Date of Birth (mm/dd/yyyy) _____ **8.** Place of Birth
 City or Town _____ Country _____
9. Country of Citizenship or Nationality _____ **10.** Alien's Daytime Telephone Number _____
11. Alien's Email Address (if any) _____

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Completed by the Obligor or Co-Obligor

Name of Obligor _____ Power of Attorney Number _____

Bonded Alien _____ Alien Registration File Number ► A-

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Bond Receipt Number _____

Part 2. Information About the Alien For Whom the Bond Is Furnished (continued)

12. Information About the Alien's Attorney or Accredited Representative

Is the alien represented by an attorney or accredited representative for this Form I-945, Public Charge Bond? Yes No

If you answered "Yes," please submit another form G-28 with this public charge bond and provide the information requested below, even if a Form G-28 is already on file with Form I-485, Application to Register Permanent Residence or Adjust Status. If the attorney or accredited representative does not submit Form G-28 for this Form I-945 public charge bond, U.S. Citizenship and Immigration Services (USCIS) will not be able to communicate with the attorney or accredited representative on behalf of the bonded alien.

A. Volag Number (if any)

B. Attorney State Bar Number (if applicable)

C. Attorney or Accredited Representative USCIS Online Account Number (if any)
►

Part 3. Obligor's or Agent/Co-Obligor's Statement, Declaration, Certification, and Signature

Public Charge Bond Guarantee Statement and Certification

1. In consideration of the facts recited in the **Conditions of the Bond - The Alien Will Not Receive Public Benefits and Will Comply With Any Other Conditions Imposed** section in **Part 3.** (and in any rider or riders lettered and captioned) , the obligor and the agent/co-obligor named in **Part 2.** acting on the obligor's behalf (if any), by subscribing hereto, hereby declare that they are firmly bound unto the United States in the sum of \$.

2. Public Charge Bond Start Date (mm/dd/yyyy)

3. Public Charge Bond End Date (mm/dd/yyyy)

4. Date Public Charge Bond Cancelled by USCIS (mm/dd/yyyy)

The obligor and the agent/co-obligor named in **Part 2.** acting on the obligor's behalf (if any) thereby guarantee that the alien will not receive any public benefits, as defined in 8 CFR 212.21(b), after the alien's adjustment of status and until the bond is cancelled pursuant to 8 CFR 213.1(g). The obligor and the agent/co-obligor acting on the obligor's behalf (if any), agree and understand that the amount of the bond will be forfeited to the United States as liquidated damages and not as a penalty upon failure to comply with the terms set forth in bond and rider (if any). The obligor and agent/co-obligor further agree and understand that any bond-related notice to him/her in connection with this bond may be accomplished by mail, directed to him/her at the above address. The obligor and any agent/co-obligor acknowledge receipt of a copy of the executed bond and any attached rider or riders specified above. The obligor and any agent/co-obligor agree and understand that DHS will send a copy of the executed bond and any attached rider or riders specified above to the alien.

Completed by the Obligor or Co-Obligor

Name of Obligor _____ Power of Attorney Number _____

Bonded Alien _____ Alien Registration File Number ► A-

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Bond Receipt Number _____

Part 3. Obligor's or Agent/Co-Obligor's Statement, Declaration, Certification, and Signature (continued)

General Terms and Conditions

The express language of the bond controls and will take precedence over any inconsistent agency policies or statements. Federal law shall apply to the interpretation of the bond as set out in 8 CFR 103.6 and 8 CFR 213.1.

The purpose, terms, and conditions of the public charge bond are outlined in **Part 3** of this form. If the bond has been secured by deposit of cash or a cash equivalent as listed in 8 CFR 103.6(b), such as a certified check, a money order, or a cashier's check and the bond is cancelled, DHS will refund the deposited amount (plus interest under 8 U.S.C. section 1363(a) and 8 CFR 293.2) to the obligor or any agent/co-obligor. If such a bond has been breached, DHS will only remit the interest earned on the deposit used to secure the bond to the obligor. The principal amount of the deposit will be forfeited to DHS if the bond is breached. Further, when directed by an order of a court of competent jurisdiction, DHS will transfer the amount of the deposit used to secure the bond to a different account or entity.

DHS will notify the obligor and the agent/co-obligor, of the breach or cancellation of a bond, and any demand for payment of a bond. Notice sent to either the obligor or any agent/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 an agent/co-obligor.

DHS will send notice of a breach of the bond to the obligor or any agent/co-obligor, informing them how the alien breached the bond, at their address of record, with a copy to the alien. An obligor or agent/co-obligor must inform DHS within 30 days of any change in the obligor's, agent/co-obligor's, or the alien's mailing and physical addresses.

DHS regulations provide that upon notification of a breach, the obligor or agent/co-obligor has 30 days (33 days if the decision is mailed) in which to file an administrative appeal or motion for reconsideration of the breach. Any obligor or agent/co-obligor who contests a declaration of breach must file an administrative appeal seeking review of the declaration of breach. A declaration of breach will be administratively final if not timely appealed. Judicial review of any administrative declaration of bond breach is pursuant to the Administrative Procedure Act, 5 U.S.C. section 701, et seq. Unless administrative appeal is precluded by regulation, a party has not exhausted the administrative remedies available with respect to a public charge bond under 8 CFR 213.1 unless the party has obtained a final decision in an administrative appeal under 8 CFR part 103, subpart A.

Demands for amounts due under the terms of this bond will be sent to the obligor or any agent/co-obligor after a declaration of breach becomes administratively final. For bonds posted by acceptable surety companies, if payment is not made within 30 days of the date of the demand for payment, interest, penalty, and administrative fees as provided by the Debt Collection Act, 31 U.S.C. section 3701, et seq., and the Federal Claims Collection Standards, 31 CFR sections 900-904, will accrue from the date of the first demand.

If the surety company or agent/co-obligor of the surety company does not make payment within 120 days of the demand for payment, DHS will notify the Department of the Treasury of such nonpayment.

Conditions of the Bond - The Alien Will Not Receive Public Benefits and Will Comply With Any Other Conditions Imposed

In consideration of the granting of the above alien's application for adjustment of status, providing there is a furnished suitable bond, the obligor hereby furnishes such bond with the following conditions.

- 5. **A. Alien Will Not Receive Public Benefits.** If the alien receives any public benefits, as defined in 8 CFR 212.21(b), after the alien's adjustment of status and until the bond is cancelled pursuant to 8 CFR 213.1(g), the obligor or agent/co-obligor shall pay the entire amount of the bond as directed by DHS.
- B.** Alien will comply with any other conditions imposed as part of this public charge bond, which are:

(1) Conditions:

(2) Mentioned in any rider or riders lettered and captioned .

Completed by the Obligor or Co-Obligor

Name of Obligor _____ Power of Attorney Number _____
Bonded Alien _____ Alien Registration File Number ► A-

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Bond Receipt Number _____

Part 3. Obligor's or Agent/Co-Obligor's Statement, Declaration, Certification, and Signature (continued)

6. Substitute Bond.

A. Substitution by the Same Obligor as the Initial Bond Posted. The obligor and any agent/co-obligor agree and understand to submit a substitute bond no later than 180 days before the expiration of this bond, unless the obligor has been released because another obligor has substituted this bond in accordance with 8 CFR 213. The new/substitute bond must meet all of the requirements applicable to the bond previously submitted to USCIS on the alien's behalf, as outlined in 8 CFR 103.6 and 8 CFR 213.1, and must be valid and effective on or before the day the bond on file with DHS expires. When substituting a bond, the obligor or any agent/co-obligor agrees and understands that the substitute bond must be completed and submitted on this form in accordance with the directions given in this form and this form's instructions.

The obligor and any agent/co-obligor by providing this bond, agree and understand that DHS, upon submission of the substitute bond, reviews the substitute bond for deficiencies. If the bond on file has not yet expired, DHS will cancel the bond on file, and replace it with the substitute bond, provided the substitute bond is sufficient. If the substitute bond submitted is insufficient, DHS will notify the obligor and any agent/co-obligor so that the obligor and any agent/co-obligor may correct the deficiency or deficiencies within the timeframe stipulated in DHS's notice. If the deficiency is not corrected within the timeframe specified and the previously submitted bond has not yet expired, the previously submitted bond will remain in effect.

By providing this bond as a substitute to prior bonds, the obligor and any agent/co-obligor agrees and understands that with the bond, the obligor and any agent or co-obligor assume all liabilities of the initial and any subsequent obligors who posted a bond before this bond. This bond covers any breach of the bond condition which occurred before DHS accepted this bond, in the event DHS did not learn of the breach until the expiration or cancellation of the bond on file with DHS.

If the bond is substituted by a different obligor or agent/co-obligor, this obligor or agent/co-obligor agrees and understands that he or she is only considered released from the bond if DHS has notified the obligor or the agent/co-obligor, in writing, that he or she is released from the bond, or when the bond expires, as outlined in 8 CFR 213.1. DHS will send a copy of any notification sent to the new substitute obligor and its agent/co-obligor to the obligor of the bond currently on file, and the alien and the alien's attorney or accredited representative (if any).

B. Substitution by a New Obligor to Replace the Current Bond on File with DHS. The new obligor and any agent/co-obligor agrees and understands that the new bond/substitution must meet the conditions outlined in the bond on file, and must also meet the requirements outlined in 8 CFR 103.6 and 8 CFR 213.1 before DHS can accept the new bond and release the prior obligor or the agent/co-obligor from his or her liability based on the current bond on file. If the bond on file with DHS expires, the new/substitute bond must be submitted no later than 180 days prior to the expiration of the bond currently on file with USCIS. The substitute bond must also be valid and effective on or before the day the bond on file with DHS expires. When substituting a bond, the obligor or agent/co-obligor must complete and submit this bond in accordance with the directions given in this form and this form's Instructions.

The obligor and any agent/co-obligor agrees and understands that by submitting this bond as a bond substituting prior bonds posted on behalf of the alien, the obligor and any agent/co-obligor assume all liabilities of any prior obligors and any of their agent/co-obligors. The obligor and any agent/co-obligor agrees and understands that the substitute bond covers any breach of the bond conditions which occurred before DHS accepted the substitute bond, in the event USCIS did not learn of the breach until after the expiration or cancellation of the bond on file with USCIS.

The obligor and any agent/co-obligor agree and understand that by submitting this bond, DHS reviews the bond for sufficiency before accepting it. If DHS determines that the substitute bond is sufficient, it will accept it as the bond on file with DHS. If the bond on file has not yet expired, USCIS will cancel the bond on file, release any prior obligors from liability, and accept this substitute bond. If the substitute bond is submitted but is insufficient, DHS will notify the obligor so that the obligor may correct the deficiency or deficiencies within the timeframe stipulated in DHS's notice. If the deficiency is not corrected within the timeframe specified and the previously submitted bond has not yet expired, the previously submitted bond will remain in effect. The obligor and any agent/co-obligor agree and understand that DHS will send a copy of any notification to the obligor with the bond currently on file, the alien, and the alien's attorney or accredited representative (if any).

Completed by the Obligor or Co-Obligor

Name of Obligor _____ Power of Attorney Number _____

Bonded Alien _____ Alien Registration File Number ► A-

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Bond Receipt Number _____

Part 4. Additional Information

If you need extra space to provide any additional information within **Part 1.** or **Part 2.** of this form, use the space below. If you need more space than what is provided, you may make copies of this page to complete and file with this form or attach a separate sheet of paper. Type or print the name of the obligor, the Power of Attorney Number, and the A-Number of the bonded alien at the top of each sheet; indicate the **Page Number**, **Part Number**, and **Item Number** to which your answer refers; and sign and date each sheet. Do not use **Part 4.** to amend the terms of **Part 3.**; if you alter the text of **Part 3.** by adding terms and conditions in **Part 4.**, USCIS will reject the bond.

1. Family Name (Last Name) _____ Given Name (First Name) _____ Middle Name _____

2. Power of Attorney Number _____

3. A-Number (if any) ► A-

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4. A. Page Number _____ B. Part Number _____ C. Item Number _____

D. _____

5. A. Page Number _____ B. Part Number _____ C. Item Number _____

D. _____

6. A. Page Number _____ B. Part Number _____ C. Item Number _____

D. _____

7. A. Page Number _____ B. Part Number _____ C. Item Number _____

D. _____

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