



## **TEMPORARY BOAT PERMIT APPLICATION**

Vagabundos del Mar, P.O. Box 549, Rio Vista CA 94571

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### **Boat Owner**

Member # \_\_\_\_\_ (must be member) Expires \_\_\_\_\_ Phone \_\_\_\_\_

Date of birth: (MM)\_\_\_\_/(DD)\_\_\_\_/(YR)\_\_\_\_ ☐ Passport or ☐ Passport Card #: \_\_\_\_\_

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Physical Address (No PO Box): \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address: \_\_\_\_\_

Please make sure that the email address provided during the application process is correct. We will use this address to send you important information regarding your permit.

Date of entry Mexico: \_\_\_\_\_

Your permit will be valid starting on the date entered as your expected date of entry.

Once you've received the permit, you will not be allowed to enter Mexico with your vehicle BEFORE the selected date.

The importer can enter at any time, provided it is after the date of entry that you selected, but before the expiration date of the permit.

What border crossing you enter at: \_\_\_\_\_

Port of Entry into Mexico: Choose the city where you intend to enter Mexico. This information is only used as a reference and you may enter through another location should you decide to do so.

### **Boat Information**

Does the vessel have a name? ☐ Yes ☐ No Name: \_\_\_\_\_

Does the vessel have a serial #? ☐ Yes ☐ No Serial #: \_\_\_\_\_

Does the vessel have a registration #? ☐ Yes ☐ No Registration #: \_\_\_\_\_

Make: \_\_\_\_\_ Year: \_\_\_\_\_

Must be between 1975 and the current year

Sail Boat ☐ Motor Boat ☐

Outboard ☐ Inboard ☐ Engine 1 Serial #: \_\_\_\_\_ (Required)

Engine 2 Serial #: \_\_\_\_\_ (Required)

Is this boat registered to a company? ☐ Yes ☐ No Company Name: \_\_\_\_\_

**COPIES OF REGISTRATION OR TITLE AND**  
**PASSPORT OR PASSPORT CARD MUST BE INCLUDED.**

If you want to include the trailer (optional)

Type: \_\_\_\_\_ Serial Number (VIN): \_\_\_\_\_

Manufacturer: \_\_\_\_\_

**Classification**

(Please mark with an X)

CABINA CRUCERO - CABIN CRUISER	
CARGA - CARGO VESSEL	
CHARTER BOAT	
DEPORTIVO - SPORT BOAT	
DIA CRUCERO - DAY CRUISER	
HIDROPLANO - HYDROPLANE	
HIGH PERFORMANCE JET	
HOUSEBOAT	
OTROS NO DESCRITOS - OTHER NOT LISTED	
PASAJEROS - PASSENGERS	
PESQUERO - FISHING BOAT	
PONTOON	
RUNABOAT	

**COST OF PERMIT IS CHARGED IN PESOS AND IS SUBJECT TO RATE EXCHANGE.**

**ADDITIONAL \$50.00 SERVICE CHARGE FOR VAGABUNDOS TO PROCESS**

Payment method: Credit Card Only

☐ Visa ☐ MasterCard # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Expires \_\_\_\_/\_\_\_\_ V-code # \_\_\_\_\_

Name on Card \_\_\_\_\_

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS.**  
**RETURN PAGES 1,2 & 6. MUST HAVE SIGNATURE AND DATE TO**  
**PROCESS.**

Revised 8.29.22

TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN EL BANCO NACIONAL DEL EJÉRCITO, FUERZA AÉREA Y ARMADA S.N.C, REFERRED TO AS "BANJERCITO" AND THE PERSON APPLYING ONLINE FOR A TEMPORARY IMPORT PERMIT FOR VESSELS, REFERRED TO AS THE "IMPORTER," THIS AGREEMENT IS IN ACCORDANCE WITH THE FOLLOWING DECLARATIONS AND CLAUSES:

1. "BANJERCITO" DECLARES

1.1 "BANJERCITO" is a National Credit Society according to the laws of the United Mexican States.

1.2 "BANJERCITO" is authorized to carry out the issuance of Temporary Import Permits for vessels, according to the permission issued by the General Customs Administration, which is valid to date and explains the following: The Operative Guidelines binding for "BANJERCITO", a Development Banking Institution, empowered to regulate the application, registration, and control of the importation and temporary introduction of foreign vessels, according to Rule 4.2.7. of the General Rules of External Commerce issued in 2016 and valid to date.

1.3 Banjercito has the required capacity to offer the services as stated in this agreement.

1.4 Is not responsible, does not control or approve; information, data, services, records, products or any other type of material found on websites mentioned.

2. THE "IMPORTER" DECLARES

2.1 He/she has accessed by his/her own free will "BANJERCITO's" website, with the purpose of requesting that "BANJERCITO" provide the services offered in this agreement and that his/her PC equipment to be used to apply for the Temporary Import Permit, fulfills all technical and security specifications.

2.2 That he/she has the legal capacity to carry out the temporary importation of vessels and that he/she is in possession of all required original and official documents to certify and fulfill the requirements as determined by Mexican law

2.3 That he/she understands the content and scope of this agreement, and therefore accepts the clauses and conditions established in this agreement.

2.4. Confirms that for all the purposes related to the application and this agreement, that the address registered is a valid mailing address. Moreover, that no changes or alterations to the information may be changed once payment is submitted.

BASED ON THESE DECLARATIONS, THE PARTIES AGREE TO THE FOLLOWING:

CLAUSES

FIRST: OBJECT

1.1 This agreement intends to establish the clauses that must be fulfilled by the parties that take part in the electronic application for and the issuance of the Temporary Import Permit for vessels or through the "BANJERCITO" Web site.

SECOND: SERVICE REQUEST

2.1 The "IMPORTER" agrees to fill in all the fields of the registration page in order to complete any application through this Web site.

2.2 That he/she has the legal capacity to carry out the temporary importation of vessels and that he/she is in possession of all required original and official documents to certify and fulfill the requirements as determined by Mexican law

2.3 "BANJERCITO" reserves the rights to postpone or deny the issuance of the permit until the "IMPORTER" meets all corresponding requirements.

2.4 Confirms that for all the purposes related to the application and this agreement, that the address registered is a valid mailing address. Moreover, that no changes or alterations to the information may be changed once payment is submitted

2.5 Once the "IMPORTER" meets the registration requirements, selects the confirm information option, uploads the required documents and makes the corresponding payment, "BANJERCITO" will provide a reference number, which does not on its own, mean that "BANJERCITO" is obligated to issue the temporary import permit for vessels, as "BANJERCITO" reserves the right to verify the information provided by the "IMPORTER". In the case that there is a discrepancy in the information, "BANJERCITO" will notify the "IMPORTER" via email the inconsistency which will result in the denial of the application.

2.6 The "PARTIES" agree that the use of the electronic signature, in terms of article 52 of the Ley de Instituciones de Crédito y 93 del Código de Comercio, has the same responsibilities created by an autographic signature, through which explicitly but not through limitations represents the agreement of will between "BANJERCITO" and the "IMPORTER."

### THIRD: PAYMENT

3.1 The "IMPORTER" will pay "BANJERCITO" an amount equivalent to the SERVICE FEE for the Temporary Import Permit, as described in this agreement, in accordance with the costs specified in "BANJERCITO's" Web site. This payment will be carried out electronically and will result in a charge to the "IMPORTER's" credit or debit card registered for this payment in "BANJERCITO's" Web site. The charge will be made once it has been authorized by the bank that issued the card.

3.2 All fees will be collected in Mexican Pesos (legal Mexican currency).

3.3 The Added Value Tax and any additional taxes indicated in the applicable laws will be included in the costs which are published on this Web site.

### FOURTH: ACCEPTANCE

4.1 The "IMPORTER" accepts that the service fee will not be reimbursed, regardless of whether the or not the Temporary Import Permit for vessels is used. Once the application through this Web site is accepted by "BANJERCITO", the service fee will be charged to your credit or debit card. The completion of the application process is confirmed by a confirmation code.

4.2. "BANJERCITO" will not make any change to the information provided and will not accept any reimbursement requests or cancellations for the Temporary Import Permits issued through this Web site.

4.3. The "importer" accepts that by entering the website and applying for the temporary import permit accepts the terms of the agreement, declaring that there was no ill will or violence involved in is well aware of the content.

### FIFTH: DELIVERY OF THE TEMPORARY IMPORT PERMIT

5.1 The required documents that prove legal residency in the US or Canada as well as proof of ownership of the vessel must be individually uploaded directly on to the application in digital format PDF and must not exceed 1MB per document.

5.2 Payment must be made by using a credit or debit card under the name of the "IMPORTER."

5.3 Once payment has been accepted, Banjercito's personnel will verify the documentation previously uploaded, in order to certify that the information and data registered online coincide with the documents.

**5.4 If there is an inconsistency between the information provided, the importer will be notified via email so that the correct documentation may be uploaded. The importer will have 24 hours to re-upload information. If no motion to upload the correct documents is made, the reference number will be deleted and the application will be**

**canceled. The importer will have to apply once again through a new application. Banjercito, in turn will refund the amount paid for the failed application.**

5.5 If the documents correspond with the information registered on their application and comply with the current guidelines, the importer will be notified via email that the application was accepted.

5.7 The "IMPORTER" authorizes "BANJERCITO" to sub-contract a messenger service to a third party, the delivery of the permit is subject to the messenger service. Therefore the "IMPORTER" must consider 10 days for the delivery of the permit when selecting an entry date into Mexico.

5.8 The permit will only be delivered to the "IMPORTER" at the address determined by the "IMPORTER" during the application.

5.9 When the option of choosing the permit be delivered to one of our border offices, the "IMPORTER" must allow for 5 days following the reception of the confirmation email, in order to pick-up the permit at the selected border office.

#### SIXTH: OBLIGATIONS AND RESPONSIBILITIES

6.1 BANJERCITO" will provide the services for the application of a temporary import permit online through this website.

6.2 "BANJERCITO" reserves the right to suspend its services at any time, if the "IMPORTER" is using the website to provide erroneous, false or altered information in order to obtain a temporary import permit.

6.3 The "IMPORTER" is fully responsible for inaccurate data or false statements printed in the issued Temporary Import Permit, which will be delivered to the address defined by the "IMPORTER".

6.4 "BANJERCITO" will not replace lost, stolen, or damaged Temporary Import Permits. The "IMPORTER" is solely responsible for those documents.

6.5 The "IMPORTER" will be held solely responsible for the incorrect use of the Temporary Import Permit, which is issued and sent to the address indicated by the "IMPORTER".

6.6 If the application is completed from public computer equipment that does not have the appropriate security measures, the "IMPORTER" assumes the risk of third parties gaining access to his/her data.

6.7 This service will only be provided if and once the service charges are authorized by the bank which issued the credit or debit card used by the "IMPORTER". "BANJERCITO" has no influence on the authorization process.

#### SEVENTH: JURISDICTION

7.1 The process of issuing a Temporary Import Permits takes place between "BANJERCITO" and the "IMPORTER" and will be governed by the Federal Laws of Mexico. Any disputes, controversies, or contentions related to the application of the law will be addressed by the corresponding authorities and courts in Mexico City, whereby the "IMPORTER" agrees to relinquish any other jurisdiction that may correspond to his/her present or future address.

7.2 "BANJERCITO" reserves the right to modify its Web site and/or make changes to exclusions, terms, and conditions at any time.

#### EIGHTH: CONDITIONS FOR THE TEMPORARY IMPORT OF VESSELS TO MEXICO (RETURN PROMISE)

8.1 In accordance with Customs Laws, its Regulation and the valid Rules of General Character regarding to Foreign trade, the "IMPORTER" voluntarily, willingly, and without reservation, stating that all his/her statements are true and correct, declares that he/she will return the temporary imported vessel within the authorized time period to its country of origin and will not use it for illegal, commercial, or any activities other than for personal commute.

**8.2 The "importer" is aware that it is prohibited from selling, donating the vessel in Mexican territory.**

8.3 It is the "importer's" obligation to physically present the vessel at our port or border offices, directly to our staff, in order to register the exit of the vessel from Mexican territory. If the permit is not canceled at our offices, the "importer" will not be able to apply for future permits.

8.4 The importer must show proof that he is 18 years old or older, in accordance with article 646 of the Federal Civil Code.

8.5 The credit or debit card used by the importer must be that of the importer.

#### **NINTH: APPLICABLE LAW**

9.1 The "IMPORTER" is hereby informed that in case of violating any of the dispositions indicated in this agreement; he/she will be subject to applicable fines as stated in the Mexican Legislation, which include economic fines and incarceration. The Importer is also aware of the legal repercussions resulting from making false statements to any authority.

By reading and accepting the General Terms and Conditions of the Temporary Importation of Vessels and clicking to continue, you are aware and accept the content expressed in the General Terms and Conditions for the electronic application and issuing of the Temporary Import Permit for Vessels.

NOTE: When you receive your Original 10 yrs Temporary Import Permit to the address in USA provided to Banjercito, you also will receive the following attachments:

- a. PROMISE TO RETURN LETTER (English and Spanish)
- b. LIST OF GOODS (Accessories & Equipment)

#### **You need to sign them and email/or mail them to Mexico DF with your documentation (Ownership documentation, ID or Passport)**

- The boat must be greater than 4.5m (14.7 ft) in length.
- If you are a foreign citizen, you must approach a Mexican immigration officer in order to obtain the form, which grants you permission to enter Mexican territory.
- Should any of the information you provide during the application process be found to be false, you may be subject to sanctions imposed by the Mexican authorities.
- Banjercito reserves the right to deny any request for a permit should any violation of current law be found.
- The applicant must be 18yrs or older, as Mexican laws have established.
- The card must be in the name of the person who is getting the permit.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_