

FAX TRANSMISSION

To: Becker & Poliakoff, P.A.

Fax #: 305-442-2232

From: _____

Name: _____

Company: _____

Tel: _____

Fax: _____

Date: _____

Comments:

Section 1 - TYPE OF REGISTRATION

1a. **Initial Registration**

Update of Registration Information

- Facility Name Change
- Seasonal Facility Dates of Operation Change
- Facility Address Change (see instructions)
- Type of Activity Change
- Preferred Mailing Address Change
- Type of Storage Change
- Parent Company Change
- Human Food Product Category Change
- Emergency Contact Change
- Animal Food Product Category Change
- Trade Name Change
- Operator or Agent in Charge Change

1b. Are You the New Owner of a Previously Registered Facility? Yes No

If "yes", provide the following information, if known.

Previous owner's name: _____

Previous owner's registration number: _____

Section 2 - Facility Name / Address Information

Facility Name: _____

Facility Street Address: _____

City: _____ State: _____

Postal Code: _____ Province/Territory: _____

Country: _____

Phone Number (Include Area/Country Code): _____

Fax Number (Include Area/ Country Code): _____

E-Mail Address (Optional): _____

Section 3 - PREFERRED MAILING ADDRESS INFORMATION complete this section only if different from Section 2, Facility Name/Address Information (OPTIONAL)

Street Address: _____

City: _____ State: _____

Postal Code: _____ Province/Territory: _____

Country: _____

Phone Number (Include Area/Country Code): _____

Fax Number (Include Area/ Country Code): _____

E-Mail Address (Optional): _____

Section 4 - Parent Company Name / Address Information (If Applicable and if Different From Sections 2 and 3).

If Information is the same as another Section, check which Section:

Section 2 **Or Section 3**

Name of Parent Company: _____

Street Address: _____

City: _____ State: _____

Postal Code: _____ Province/Territory: _____

Country: _____

Phone Number (Include Area/Country Code): _____

Fax Number (Include Area/ Country Code): _____

E-Mail Address (Optional): _____

Section 5 - Facility Emergency Contact Information (optional for foreign facilities; FDA will use your U.S. Agent as your emergency contact unless you choose to designate a different contact here.)

Individual's name: _____

Title: _____

Telephone (include area/ country code): _____

E-mail address (optional): _____

Section 6 – Trade Names (If this Facility uses Trade Names other than that listed in Section 2 above, list them below (e.g., “Also Doing Business As,” “Facility Also Known As”):

ALTERNATE TRADE NAME #1: _____

ALTERNATE TRADE NAME #2: _____

ALTERNATE TRADE NAME #3: _____

ALTERNATE TRADE NAME #4: _____

Section 7 - United States Agent (to be completed by Facilities located outside any State or Territory of the United States, the District of Columbia, or the Commonwealth of Puerto Rico.)

This law firm, **Becker & Poliakoff, P.A.** will be the appointed United States agent for the facility.

Section 8 - Seasonal Facility Dates of Operation

(Give the approximate dates that your facility is open for business, if its operations are on a Seasonal basis) **(Optional)**

Dates of Operation: _____

Section 9 - Type of Activity Conducted at the Facility

(Check **All** types of Operations that are performed at this Facility regarding the Manufacturing/Processing, Packing or Holding of Food) **(Optional)**

- Warehouse / Holding Facility (e.g., storage facilities, including storage tanks, grain elevators)
- Acidified / Low Acid Food Processor
- Labeler / Relabeler
- Interstate Conveyance Caterer/Catering Point
- Manufacturer / Processor
- Molluscan Shellfish Establishment
- Repacker / Packer
- Commissary
- Salvage Operator (Reconditioner)
- Contract Sterilizer
- Animal food manufacturer / processor / holder

Section 10 – Type of Storage (for Facilities that are primarily Holders) (Optional)

- Ambient Storage (neither frozen nor refrigerated)
- Refrigerated Storage
- Frozen Storage

Section 11a - General Product Categories - Food for Human Consumption

To be completed by all food facilities. Please see instructions for further examples.

IF NONE OF THE MANDATORY CATEGORIES BELOW APPLY, SELECT BOX 37.

1. Alcoholic Beverages
2. Baby (Infant And Junior) Food Products Including Infant Formula
(Optional Selection)
3. Bakery Products, Dough Mixes, Or Icings
4. Beverage Bases
5. Candy Without Chocolate, Candy Specialities & Chewing Gum
6. Cereal Preparations, Breakfast Foods, Quick Cooking/Instant Cereals
7. Cheese and Cheese Products
8. Chocolate and Cocoa Products
9. Coffee and Tea
10. Color Additives for Foods
11. Dietary Conventional Foods or Meal Replacements (includes Medical Foods)
12. Dietary Supplements
 - Proteins, Amino Acids, Fats and Lipid Substances
 - Vitamins and Minerals
 - Animal By-Products and Extracts (Optional Selection)
 - Herbals and Botanicals (Optional Selection)
13. Dressings and Condiments
14. Fishery/Seafood Products
15. Food Additives, Generally Recognized as Safe (Gras) Ingredients, or Other Ingredients used for Processing
16. Food Sweeteners (Nutritive)
17. Fruits and Fruit Products
18. Gelatin, Rennet, Pudding Mixes, or Pie Fillings
19. Ice Cream and Related Products
20. Imitation Milk Products
21. Macaroni or Noodle Products
22. Meat, Meat Products and Poultry (FDA Regulated)
23. Milk, Butter, or Dried Milk Products
24. Multiple Food Dinners, Gravies, Sauces and Specialties
25. Nut and Edible Seed Products
26. Prepared Salad Products
27. Shell Egg and Egg Products
28. Snack Food Items (Flour, Meal or Vegetable Base)
29. Spices, Flavors, and Salts
30. Soups
31. Soft Drinks and Waters
32. Vegetables and Vegetable Products
33. Vegetable Oils (includes Olive Oil)
34. Vegetable Protein Products (Simulated Meats)
35. Whole Grains, Miller Grain Products (Flours), or Starch
36. Most/All Human Food Product Categories (Optional Selection)
37. None of the above Mandatory Categories

Section 11b - General Product Categories – Food for Animal Consumption (Optional)

- 1. Grain Products (E.G., Barley, Grain Sorghums, Maize, Oat, Rice, Rye and Wheat)
- 2. Oilseed Products (E.G., Cottonseed, Soybeans, other Oil Seeds)
- 3. Alfalfa and Lespedeza Product
- 4. Amino Acid
- 5. Animal-Derived Products
- 6. Brewer Products
- 7. Chemical Preservatives
- 8. Citrus Products
- 9. Distillery Products
- 10. Enzymes
- 11. Fats and Oils
- 12. Fermentation Products
- 13. Marine Products
- 14. Milk Products
- 15. Minerals
- 16. Miscellaneous and Special Purpose Products
- 17. Molasses
- 18. Non-Protein Nitrogen Products
- 19. Peanut Products
- 20. Recycled Animal Waste Products
- 21. Screenings
- 22. Vitamins
- 23. Yeast Products
- 24. Mixed Feed (Poultry, Livestock, And Equine)
- 25. Pet Food
- 26. Most/All Animal Food Product Categories

Section 12 – Owner, Operator, or Agent in Charge of Information

Name of Entity or Individual who is the Owner, Operator, or Agent in Charge to provide the following information, if different from all other Sections on the Form. If Information is the same as another Section of the Form, check which Section:

Section 2 Section 3 Section 4 Section 7

Street Address, Line 1: _____

City: _____ State: _____

Zip Code (Postal Code): _____ Province/Territory: _____

Country: _____

Phone Number (Include Area/Country Code): _____

Fax Number (Include Area/ Country Code): _____

E-Mail Address (Optional): _____

Section 13 - CERTIFICATION STATEMENT

The owner, operator, or agent in charge of the facility, or an individual authorized by the owner, operator, or agent in charge of the facility, must submit this form. By submitting this form to FDA, or by authorizing an individual to submit this form to FDA, the owner, operator, or agent in charge of the facility certifies that the above information is true and accurate. An individual (other than the owner, operator, or agent in charge of the facility) who submits the form to the FDA also certifies that the above information submitted is true and accurate and that he/she is authorized to submit the registration on the facility's behalf. An individual authorized by the owner, operator, or agent in charge must below identify by name the individual who authorized submission of the registration. Under 18 U.S.C. 1001, anyone who makes a materially false, fictitious, or fraudulent statement to the U.S. Government is subject to criminal penalties.

Print Name: _____

Signature: _____

TERMS OF REPRESENTATION

We appreciate your decision to retain Becker & Poliakoff, P.A. (the "Firm") [<http://www.becker-poliakoff.com>] to register your company's facility or facilities with the United States Food and Drug Administration ("FDA") as required by the Bioterrorism Act of 2002 (the "Act"). This Agreement describes the scope of our relationship with your company ("Your Company"). By signing below and submitting the requested registration information to the Firm, Your Company agrees to be bound by the terms and conditions listed in this document.

- 1. Services Provided.** Our services (the "Relationship") will be limited to providing the FDA with information necessary to properly and timely register Your Company's facility or facilities with the FDA to comply with the Act. The Relationship will include assisting Your Company with its first prior submission registration form to the FDA. On the registration form required by the FDA, "Becker & Poliakoff" will be identified as the "U.S. Agent" for Your Company. As part of the Relationship, Your Company will have access to a password-protected portion of our website located at www.fda-usa.com, where the Firm will provide information regarding the Bioterrorism Act as well as certain FDA and Customs regulations and policies. You understand and agree that the information Your Company provides to the Firm for the purpose of completing and submitting the FDA's registration process under the Act will not be privileged or confidential information, and will be used for the purpose of completing a public filing with, among other entities, the United States Government. As "U.S. Agent", the Firm may receive notices from the FDA on your behalf relating to the filing, and will transmit such notices to you as provided in Paragraph 5 ("Notices") below.
- 2. Client Information.** You agree and warrant that all information that Your Company provides to the Firm, including but not limited to any information necessary to register Your Company under the Act (collectively, "Client Information") is correct and truthful to the best of your knowledge. You understand and acknowledge that the Firm will rely upon the Client Information Your Company provides to us. You further agree and warrant that you will promptly inform the Firm of any changes in the Client Information on the registration form that is required to be updated to the FDA within thirty (30) days of the change.
- 3. Conflict Check.** Upon the Firm's receipt of the Client Information and payment of the Fees (defined below), the Firm will perform a conflict check to ensure that the Firm's representation of Your Company does not conflict with any other relationships that the Firm may have. Notwithstanding any statement to the contrary, no relationship shall exist between the Firm and Your Company until and unless the Firm has performed a conflict check and is satisfied that no conflict exists. If, in the discretion of the Firm, a conflict exists, Your Company will be promptly notified, the Fees refunded, and this Agreement shall be automatically and immediately terminated.

- 4. Indemnification.** Your Company agrees to indemnify the Firm, its officers, employees, owners, representatives, agents, partners, and licensors (hereinafter individually and collectively referred to as "Indemnitees") and the Firm agrees to and shall control any litigation, negotiations, discussions, settlements, or associated dealings, for any claims, demands, penalties, fines, liabilities, attorneys' fees, court costs, legal expenses and causes of action of any nature, whether civil or criminal, for losses and/or damages of any kind which may be brought against the Firm and/or Indemnitees, in any way, directly or indirectly, incident to, arising out of, in connection with or resulting from any breach of the terms and conditions of this Agreement by Your Company.
- 5. Termination; Notices.** Either party may terminate the Relationship at any time for any reason by providing five (5) days prior written notice to the other party. In the event the Firm terminates this Agreement, the Firm shall not be liable to Your Company for any reimbursement or damages on account of the loss of perspective or actual sales or profits of Your Company, or for Your Company's expenditures, inventory, investments, leases or commitments connected with the business or goodwill of Your Company. In no event shall the Firm's liability exceed the amount of the Fees paid by Your Company to the Firm in any given calendar year.
- 6. Notices.** Notices provided under the Relationship shall be deemed received by the recipient (i) three (3) days after mailing by regular certified mail, (ii) one (1) day after delivery by overnight courier, (iii) one (1) day after notice is sent by facsimile with return receipt indicating that such facsimile was successfully delivered to the recipient, or (iv) one (1) day after such notice is sent by electronic mail ("Email") to the most current Email address on file for the recipient. Your Company agrees that any notices that we send to Your Company may be sent to the most recent address that Your Company has provided to the Firm.
- 7. Payment of Fees.** The fees charged by the Firm for its services under this Agreement are as follows: \$500 in United States Dollars for Your Company's first facility, and \$100 United States Dollars for any subsequent facility of Your Company (the "Fees"), on an annual basis. If the Fees are paid by credit card, Your Company (and/or the cardholder whose name appears on the credit card) hereby authorizes the Firm to charge the Fees to such credit card on an annual basis. The Firm reserves the right to delay any and all services under this Agreement until the Fees are timely paid. The Firm further reserves the right to immediately terminate this Agreement with subsequent notice to Your Company if Your Company fails to timely pay the Fees.
- 8. Limitations.** The Firm shall not be liable for any delay in performing its obligations under this Agreement, if such delay is caused by circumstances beyond the Firm's reasonable control, including without limitation, any delay caused by any act or omission of Your Company, acts of God, war, floods, windstorm, labor disputes, or delay of essential materials or services.

9. Governing Law; Venue. This Agreement and the interpretation of its terms shall be governed and construed in accordance with the laws of the State of Florida, U.S.A. without regard to its conflicts of laws rules. The parties consent to the sole and exclusive jurisdiction and venue of the Florida state courts in Broward County, Florida, U.S.A. for all state court matters, and the Southern District of Florida for all federal court matters.

10. Miscellaneous. This Agreement contains the sole and entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any and all other prior written or oral agreements between them. Captions contained in this Agreement are inserted only as a matter of convenience or for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision of this Agreement. It is the intent of the parties that neither this Agreement, nor any covenant in this Agreement, shall be construed against either party pursuant to the common law rule of construction against the drafter. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision of this Agreement.

I agree to the above Terms and Conditions

Print Name Date

Name of Company

Signature

LAW OFFICES

BECKER & POLIAKOFF, P.A.

121 ALHAMBRA PLAZA, 10TH FLOOR
CORAL GABLES, FL 33134
TELEPHONE (305) 262-4433

METHOD OF PAYMENT - Check appropriate box, fill in credit card information and sign:

MASTERCARD VISA AMERICAN EXPRESS

PRINT NAME _____
(HOW IT APPEARS ON CREDIT CARD)

CREDIT CARD ADDRESS: _____

SIGNATURE _____ **or PHONE AUTHO:** _____

AMOUNT: _____
(billable amount in U.S. Dollars)

BUSINESS NAME: _____

CARD NUMBER:

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***FOR VISA/MASTERCARD, enter 3-digit number on back of card next to signature:** _____

***FOR AMERICAN EXPRESS, enter 4 digit number (on front of card above account number):** _____

***Enter the issuing bank or company's number located on the front or back of card:** _____

CARD EXP. DATE: _____