

the inspector in charge at the port of entry shall direct.

§ 92.209 Quarantine requirements.

(a) Poultry, other than eggs for hatching, imported, except as provided in § 92.216 of this part, shall be quarantined for not less than 30 days, counting from the date of arrival at the port of entry. During their quarantine, such poultry shall be subject to any inspections, disinfections, and tests as may be required by the Administrator, to determine their freedom from communicable diseases of poultry, and their freedom from exposure to such diseases.

(b) Poultry eggs for hatching imported, except from countries designated in § 94.6(a)(2) of this chapter as free of exotic Newcastle disease, shall be quarantined from time of arrival at the port of entry until hatched and the poultry from such eggs shall remain quarantined for not less than 30 days following hatch. During their quarantine, such eggs for hatching and poultry from such eggs shall be subject to any inspections, disinfections, and tests as may be required by the Administrator, to determine their freedom from communicable diseases of poultry.

[55 FR 31495, Aug. 2, 1990, as amended at 61 FR 56891, Nov. 5, 1996]

§ 92.210 Poultry quarantine facilities.

(a) *Privately operated quarantine facilities.* The importer, or his or her agent, of poultry subject to quarantine under the regulations in this part shall arrange for acceptable transportation to the privately operated quarantine facility and for the care, feed, and handling of the poultry from the time of unloading at the quarantine port to the time of release from quarantine. Such arrangements shall be agreed to in advance by the Administrator. All expenses resulting therefrom or incident thereto shall be the responsibility of the importer; APHIS assumes no responsibility with respect thereto. The quarantine facility must be suitable for the quarantine of such poultry and must be approved by the Administrator prior to the issuance of any import permit. The facilities occupied by poultry should be kept clean and sanitary to

the satisfaction of the inspector assigned to supervise the quarantine. If for any cause the care, feed, or handling of poultry, or the sanitation of the facilities, is neglected, in the opinion of the inspector assigned to supervise the quarantine, such services may be furnished by APHIS in the same manner as though arrangements had been made for such services as provided by paragraph (b) of this section, and/or the poultry may be disposed of as the Administrator, may direct, including sale in accordance with the procedure described in paragraph (b) of this section. The importer, or his or her agent, shall request in writing such inspection and other services as may be required, and shall waive all claim against the United States and APHIS or any employee of APHIS for damages which may arise from such services. The Administrator may prescribe reasonable rates for the services provided under this paragraph. When it is found necessary to extend the usual minimum quarantine period, the importer, or his or her agent, shall be so advised in writing and shall pay for such additional quarantine and other services required. Payment for all services received by the importer, or his or her agent, in connection with each separate lot of poultry shall be made by certified check or U.S. money order prior to release of the poultry. If such payment is not made, the poultry may be sold in accordance with the procedure described in paragraph (b) of this section, or otherwise disposed of as directed by the Administrator.

(b) *Quarantine facilities maintained by APHIS.* The importer, or his or her agent, of poultry subject to quarantine under the regulations in this part shall arrange for acceptable transportation to the quarantine facility, and for the care, feed, and handling of the poultry from the time they arrive at the quarantine port to the time of release from quarantine. Such arrangements shall be agreed to in advance by the Administrator. The importer or his or her agent shall request in writing such inspection and other services as may be required, and shall waive all claim against the United States and APHIS