



Type of Business: Freight Brokerage

Address: 7911 Hickory Wood Circle, Humble, TX 77396

EIN # 82-2478620

US DOT: 3038440

MC: 043354

Surety Bond : 100365132

Dispatch Email: Team@doubleshieldlog.com

Accounting Email: Accounting@doubleshieldlog.com

Phone # 832-617-8054

Please include the following with your Carrier Packet:

Authority-ICC #

Current Insurance Certificate

Current W-9

Filled out Carrier Profile

Signed and Dated Broker Carrier Agreement

Credit References

CARRIER PROFILE

CARRIER NAME: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE #: _____ FAX #: _____

DISPATCH CONTACT NAME: _____

PHONE: _____ EMAIL _____

AR CONTACT NAME: _____

PHONE: _____ EMAIL _____

MC# _____ DOT# _____ FEDERAL ID# _____

HAZ-MAT CERTIFIED? YES ___ NO ___

REFERENCES

BROKER COMPANY NAME / BROKER PHONE NUMBER / CONTACT NAME

1. _____

2. _____

3. _____

INTERNATIONAL CERTIFICATIONS

C-TPAT SVI # _____ Please attach copy of C-TPAT certification

FAST # _____ Please attach copy of certification

CSA# (Customs Self Assessment) _____ Please attach cert.

EQUIPMENT

TOTAL NUMBER OF POWER UNITS _____

PLEASE FILL IN QUANTITY OF EACH TRAILER LISTED BELOW.

VANS FLATS/RGN HEAVY HAUL

___ 53x102 ___ 53x102 ___ 7ax RGN

___ 48x102 ___ 48x102 ___ 8 ax RGN

___ Reefer ___ 45x102 ___ 9 ax RGN

___ Curtain Side ___ Expandable ___ Multi-axle

___ 40 Ft Hotshots ___ Conestoga

___ Other _____



Broker Carrier Agreement

This Broker-Carrier Agreement ("agreement") is entered into _____ on 20 and is between Double Shield Logistics Inc. _____ ("Broker") and its divisions, subsidiaries and affiliates (collectively, "Carrier") (Broker and Carrier are sometimes collectively referred to as the "Parties").

Broker is a transportation broker, authorized by MC # 043354 to arrange for transportation of general commodities ("Goods") by motor carriers.

Carrier is a motor carrier authorized by _____ DOT #MC # to provide transportation of goods. A copy of Carrier's operating authority is attached hereto as Appendix A. The parties enter into this agreement in accordance with 49 U.S.C. Section 14101 (b) (1) and expressly waive any and all rights and remedies that each may have under U.S.C. Section 13101 through 14914 that are contrary to specific provisions of the agreement.

1. Scope.

The agreement governs all shipments tendered to Carrier by Broker or by third parties through Broker during the term of the agreement.

2. Safety Ratings

During the term of the agreement, carrier must not have an "unsatisfactory" safety rating as determined by the Federal Motor Carrier Safety Administration ("FMCS") or a substantially equivalent safety fitness determination under the Carrier Safety Measurement System implemented under the Compliance Safety Accountability ("CSA") program. If the Carrier receives and

Unsatisfactory safety rating, they will immediately notify Broker. Carrier will not use any carrier or subcontractor with an "unsatisfactory" safety or equivalent rating even if the broker authorizes use of another carrier or subcontractor.

3.) Independent Contractor Relationship

The parties understand and agree that the relationship between the parties is and will remain that of independent contractors and that no employer-employee or principal-agent relationship exists or is intended.

4.) No Exclusivity

Broker is not restricted from tendering shipment to motor carriers other than Carrier. Carrier is not restricted from providing its transportation services to entities other than Broker or Broker's customers.

5.) Services

- a. Carrier agrees to transport safely, promptly and efficiently all shipments tendered to it by Broker or other parties through a broker.
- b. Carrier, at its own cost and expense will provide and maintain vehicles and other equipment used to provide services, in good, safe and efficient condition and in compliance with all laws and regulations governing the maintenance and operation of such motor vehicles and other equipment.
- c. Carrier will accept instructions for changes in delivery place or time ONLY from Broker. If a carrier accepts change instructions from parties other than broker, carrier does so at its own risk and will forfeit its right to compensation for the shipment.
- d. Carrier will provide trailers to Broker's customers at locations designated from time to time by broker. No detention or other charges will be assessed for the spotting of trailers or tractor unless specifically agreed in writing in advance.
- e. Carrier agrees that any shipment that involves oversize or overweight items shall be subject to the following additional terms and conditions:
 - (i) ALL permits, route surveys, escort fees, washing or port entry fees, or other additional fees or rates. These fees must be included on the Rate Confirmation, as set forth in Appendix C and agreed upon in writing in advance.
 - (ii) ANY unused permits or detention for escorts MUST be accompanied by a copy of the receipt for such permits or detention and confirmation that the escorts were paid in order for Carrier to request and receive reimbursement.

6.) Carrier Compensation

- a. Broker agrees to pay Carrier in accordance with the rates and charges set forth in Appendix B and in individual rate confirmation, if applicable, which will be confirmed in writing by both parties in a form similar to that set forth in Appendix C. Confirmation of verbally agreed rates will be made by a rate confirmation faxed or emailed by Broker to Carrier.
- b. Carrier agrees to invoice Broker on a timely basis. Each invoice must include an original or legible copy of the signed bill of lading and the signed delivery receipt.
- c. Broker may offset monies due Broker from Carrier against payments to Carrier. Unless other payment terms are agreed to between the parties in writing. Broker will make payment to Carrier within 30 days of receipt of an uncontested invoice.
- d. Carrier agrees that Broker is the sole party responsible for payment of Carrier's charges. Carrier shall not seek payment from shippers, consignees or any other parties.

- e. Carrier, for itself and on behalf of all of its agents and subcontractors, waives any lien which may exist against goods. Carrier shall not withhold delivery of any goods due to any dispute with the Broker, shipper, consignee or any other party.

7.) No Back Solicitation

- a. Acceptance by Carrier of a load offered by Broker will constitute Carrier's recognize that the shipper of the load is a customer of Broker.
- b. Carrier agrees to not solicit or accept, directly or indirectly shipments from Broker's customers or from anyone other than Broker where the availability of such traffic first became known to Carrier as a result of Broker's efforts or was first tendered to Carrier by Broker.
- c. In the event of a breach of this provision, Broker will be entitled to a commission of 15% of the gross transportation revenue received by Carrier from Broker's customer. Broker will also be entitled to injunctive relief and if Broker is a prevailing party, Carrier shall be liable for all costs' and expenses incurred by Broker including, but not limited to, attorney feed and cost.
- d. The provisions of this paragraph will be in effect during the initial and all subsequent terms of the agreement and will continue in effect for two years after termination of the agreement.

8.) Bills of Lading Documents

Carrier agrees to issue a bill of lading for each shipment and to provide Broker with proof of acceptance and delivery of each shipment. The terms and conditions of any bill of lading or other freight documentation used by Carrier or its subcontractors will not supplement, alter or modify the terms of the agreement. Failure of Carrier to issue a bill of lading will not affect the liability of the Carrier.

9.) Cargo Loss, Damage and Delay

- a. Carrier is liable for loss of, damage to, or a delay of good according to the provisions of 49 U.S.C. Section 14706.
- b. The liability of Carrier for loss of or damage to goods is for full actual value (measured by fair market value at destination). The liability of Carrier for delay to delivery of goods is for the greater of either the full actual value of the goods or those damages that are reasonably foreseeable. No limitations of liability will apply.
- c. No terms, conditions, or provisions of any bill of lading, any other shipping form, or Carrier's tariff or rules will apply.
- d. Carrier's liability for loss, damage, or delay exists from the time of receipt of the shipment by Carrier until proper delivery has occurred. Proper delivery shall not mean unloading of the property unless otherwise agreed in advance.

- e. All claims for loss, damage or a delay will be processed in accordance with 49 CFR Part 370, except claims must be concluded within 60 days of receipt.
- f. Carrier shall not sell or attempt to sell goods for salvage or otherwise without Broker's prior written authorization.

10.) Subcontracting

Carrier shall not co-broker, subcontract, or interline a shipment without the prior written approval of Broker. If Carrier subcontracts services, with prior written approval from Broker. Carrier will remain responsible and liable as if Carrier performed the services itself as a motor carrier.

11.) Indemnification

Carrier shall indemnify, defend and hold broker, shippers, consignees and owners of the goods, their officers agents and employees (Indemnitees) harmless against any and all liability, claims or expenses, including attorneys' fees and other costs of defense, with respect to those claims relating in any way to Carrier's, it's employees or subcontractors performance or failure to perform under the agreement asserted against Indemnitee's by any person or entity. The obligation to defend includes payment of all the reasonable cost of defense, including attorney fees as they accrue.

12.) Insurance

At all times, at its own expense, Carrier will maintain the insurance specified below. All insurance must be primary and required to respond and pay prior to any other available coverage.

- a. Worker's Compensation insurance in statutory amounts:
- b. Employer's liability insurance with limits of not less than \$1,000,000;
- c. Occurrence based commercial General Liability Insurance. Including blanket contractual coverage with combined single limits of \$1,000,000 for personal injury, including death and \$1,000,000 for each occurrence for property damage including:
 - i. Premises operation; and
 - ii. Contractual liability for the liability assumed by Carrier pursuant to any indemnification agreements between Broker and Carrier:
- d. Occurrence based Truckers Policy or Automobile liability insurance with limits of \$1,000,000 per occurrence, and Hazardous Materials coverage of not less than \$5,000,000 per occurrence if Hazardous Materials are handled; and
- e. Occurrence based cargo insurance with limits of liability of not less than \$250,000 per shipment.
- f. Carrier's cargo insurance policy shall not exclude coverage for fraud, infidelity, unattended vehicle, dishonesty or criminal acts of carrier's employees or agents or for the following types of commodities:
- g. Except for worker's compensation insurance and cargo insurance, the above policies and certificates must name Broker as an additional insured. All policies and certificates must require that the insurer provide Broker at least thirty (30) days' notice of any Term and Termination material changes or cancellations.

13.) Term and termination

- a. The initial term of the agreement is one year, beginning on the date shown above. At the end of the initial term and each subsequent term the agreement will automatically renew for an additional one-year term.
- b. Either party may terminate the agreement, with or without cause at any time by giving 30 days' written notice to the other party.
- c. If either party breaches the agreement, the other party may terminate the agreement by giving 30 days' written notice, if the breach is not cured within that time period.
- d. If either party files a petition for or declares bankruptcy, reorganization or other similar relief from its creditors, the other party shall have the right subject to applicable federal bankruptcy law, to continue to enforce the agreement or to terminate it immediately upon ten (10) days' written notice to the bankrupt or insolvent party.

14.) Choice of Law Jurisdiction and Venue

- a. The agreement is governed by and construed in accordance with the applicable federal laws of the United States or, alternatively the laws of the State of Texas.
- b. The parties agree to the jurisdiction and venue in the United States District Court located in Texas or, if federal jurisdiction is not available in state court located in Harris County, Texas.

15.) Force Majeure

If performance by one Party is affected by any condition beyond the reasonable control of such party, such as an Act of God, the performance of obligations under the agreement affected by such condition will be suspended during the continuance of such conditions. Neither party will incur any liability for damages resulting from such suspensions.

16.) Notice

Any notices and other communication required or permitted under the agreement must be in writing and be (1) delivered personally, (2) sent by facsimile or e-mail transmission if confirmed by notice sent by one of the other notice methods permitted in this paragraph, (3) sent by nationally recognized overnight courier guaranteeing next business day delivery, or (4) mailed by registered or certified mail (return receipt requested), postage prepaid, to the party at the following addresses (or at such other addresses as are specified by like notice): All such notices and other communications will be deemed to have been given and received (1) in the case of personal delivery, on the date of such delivery, (2) in the case of Facsimile or e-mail transmission that is confirmed by notice sent on the same day by one of the other methods permitted, on the date of transmission if sent on a business day (or if sent on other than a business day, on the next business day after the date sent), (3) In the case of delivery by nationally recognized overnight courier, on the business day following dispatch if sent by guaranteed next day delivery, or (4) In the case of mailing, on the third business day following such mailing.

17.) Confidentiality

As part of the business relationship between Broker and Carrier, either party maybe in or come into possession of information or data which constitutes Trade secrets, know-how, confidential information, marketing plans, pricing or anything else otherwise considered proprietary or secret by the other ("Confidential Information") In consideration of the receipt of such confidential information and potential business, each party agree to protect and maintain such confidential information in the utmost confidence, to use such confidential information solely in connection with their business relationship, and, to take all measures reasonably necessary to protect the confidential information.

- a. Carrier agrees that Broker's charges to its customers are confidential and need not be disclosed to Carrier. Carrier waives any rights it may have under 49 CFR section 371.3.
- b. Except as may be required by law, the terms and conditions of the agreement and information pertaining to any service's will not be disclosed by either party to any other persons or entities, except to the directors, officers' employees, authorized contractors, attorneys, and accountants of each party.
- c. This mutual obligation of confidentiality will remain in effect during the terms of the agreement and for a period of two years following any termination.

18.) Attorneys' Fees

In the event a dispute arises between the parties relating to the terms or performance under this agreement and such disputes result in litigation, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

19.) No Construction against Drafter

Each party has participated in negotiating and drafting the agreement, so if an ambiguity or a question of intent or interpretation arises, the agreement is to be construed as if the parties has drafted it jointly as opposed to being construed against a party because it was responsible for drafting one or more provisions of the agreement.

20.) Validity of Provisions

If any part of the agreement is declared by a court to be invalid, such decision shall not affect the validity of any remaining portion of the agreement.

21.) Effect of Waiver

The failure of either party to enforce any of the rights given to it under the agreement shall not be construed as a waiver of that right.

22.) Entire understanding. Modifications

- a. The agreement contains the entire understanding and contractual agreement between the parties. Except ass specifically stated in the agreement, no tariffs or other contract apply.
- b. The agreement cannot be amended except in writing, signed and dated by authorized representatives of both parties.

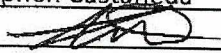
23.) Workers Compensation

Workers compensation insurance as required by the laws of the states in which the transportation services shall be required. Double Shield Logistics, or any party represented by Double Shield Logistics, shall not have any responsibility to either defend any workers compensation claim which may arise due to Carriers' operations under this Agreement or to pay any awards resulting from such claims. Any injuries that may occur are the sole responsibility of the carrier and not Double Shield Logistics, or any affiliates.

Each party is signing the agreement on the date stated opposite that party's signature

BROKER:

Name: Stephen Castaneda

Signature: 

Title: President

Date: 6/1/23

CARRIER:

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above Double Shield Logistics, Inc	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 7911 Hickory Wood Circle	Requester's name and address (optional)
6 City, state, and ZIP code Humble, TX 77396	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	2	-	2	4	7	8	6	2	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 01-01-2023
------------------	----------------------------	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
September 26, 2017

LICENSE
MC-43354-B
U.S. DOT No. 3038440
DOUBLE SHIELD LOGISTICS, INC
HUMBLE, TX

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO



September 19, 2017

Thank you for your bond purchase. An ICC Property Broker (BMC-84) bond is electronically filed with the Federal Motor Carrier Safety Administration. A Motor Carrier Number (MC Number) is required to electronically file this bond. Please email the MC Number if this was not provided during the quote process to suretyonline@tmhcc.com. The bond will be electronically filed.

The principal can verify bond filing directly with the FMCSA in 3 business days at:

<http://li-public.fmcsa.dot.gov>

Bond Summary

Principal Name: DOUBLE SHIELD LOGISTICS, INC.
Bond Number: 100365132
Indemnitor Name: STEPHEN JOSEPH CASTANEDA
Motor Carrier #:
Bond Description: ICC BROKER BOND / FMCSA
Bond Amount: \$75,000.00
Premium: \$1,500.00
Term Date: 9/19/2017 - 9/19/2018

Surety Company

- TEXAS BONDING COMPANY
- 801 S. Figueroa Street, Suite 700
- Los Angeles, CA 90017
- (310) 649 0990

Thank you
Surety Online Service Center

