



6650 S. St Lawrence Ave., # 1
Chicago, IL 60637
Office: 800-941-5973
FAX: 773-952-4207
Email: dmbindllc@gmail.com
Web: www.dmbindllc.com

Attention: Shipping/Logistics Manager

Welcome to DMB Industries, LLC. Our goal is to serve you by understanding what you need, how you need it, and then meeting your needs effectively and efficiently. We guarantee to provide you with the level of service that will make the transportation process more comfortable, cost efficient and reliable. At DMB Industries, LLC, our staff is experienced and well trained to deliver quality customer service to assist you with your transportation needs, every step of the way.

At DMB Industries, LLC, we work hard to establish long-term relationships with our shippers and carriers, to provide the best service by doing business with honesty, integrity and trust, to keep freight moving in the right direction.

Attached, are the standard industry forms and credentials which will allow us to get set up with your company so that we can start assisting you with your transporting needs.

We offer:

- Nationwide Truck Availability
- All types of equipment available
- Fair and ethical business practices
- Outstanding customer service and 24 hr. accessibility
- Driver safety screening and credential checks
- Excellent load tracking and reporting
- Timely proof of delivery
- Servicing all 48 states

Feel free to contact me by email at: dmbindllc@gmail.com or by phone at 800-941-5973. We hope to hear from you soon, and we are ready to assist.

Cordially,

Dwayne M. Bell

Owner



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LLC

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Broker /Shipper Agreement

The following Terms and Conditions of Brokered Shipments shall govern all Orders for brokerage service by: _____, herein referred to as SHIPPER, to **DMB Industries LLC – MC# 1114890** herein referred to as BROKER, as more fully set forth in various Load Confirmation documentation between the parties. The authorized representative of the SHIPPER must sign Page 4 and must provide complete information as required on page 5 of this Agreement.

1. These terms and conditions shall be incorporated by reference and made a part of each Load Confirmation and Rate Agreement, hereafter referred to as Load Confirmation, by SHIPPER to BROKER. The specifications and rates for each shipment tendered by SHIPPER to BROKER shall be set forth, in the Load Confirmation. Each Load Confirmation shall be acknowledged in writing by SHIPPER and received by BROKER to be effective.
2. SHIPPER agrees to tender its property to motor contract carriers through BROKER, who is an intermediary. BROKER'S liability shall be limited to arranging for, but not actually performing, services with respect to the SHIPPER'S freight. SHIPPER agrees to render to BROKER complete working control over each freight shipment and to pay BROKER the exact rates and charges set forth in the Load Confirmation.
3. BROKER agrees to arrange for the transportation of SHIPPER'S freight through the selection of a duly authorized motor contract carrier. BROKER agrees to enter into contracts with motor carriers pursuant to 49 U.S.C.
4. SHIPPER shall be responsible to BROKER for timely and accurate delivery instructions and cargo description, including, but not limited to dimensions, weights, and any special handling requirements.
5. For each shipment tendered to BROKER under a Load Confirmation, SHIPPER agrees to obtain a standard, non-negotiable straight bill of lading or freight bill from the carrier which has been properly completed and executed by the carrier. The shipment will be transported under these terms and conditions, the Load Confirmation, bill of lading, and any Transportation Contract entered into between BROKER and a motor carrier pursuant to 49 U.S.C.
6. BROKER shall invoice and collect freight charges from SHIPPER. SHIPPER shall pay the BROKER the rates and charges set forth in the Load Confirmation. If not otherwise specified, SHIPPER agrees to make full payment to BROKER within fifteen (15) days of invoice presentation period. BROKER may at any time after the fifteen (15) day period demand payment in full. In the event SHIPPER cancels the transportation request of a scheduled load, SHIPPER shall pay BROKER for expenses as billed by carrier for actual costs incurred(if applicable) plus a broker administrative fee equal to seven (7) percent of the quoted load rate as set forth in the Load Confirmation.

All payments must be remitted to the following address:

6650 S. St Lawrence Ave., # 1
Chicago, IL 60637
ATTN: Accounting

7. SHIPPER agrees to pay a finance charge at a monthly rate of 1.5% on any outstanding invoice balance after thirty (30) days. In the event of a lawsuit for collection, SHIPPER agrees to pay BROKER all reasonable arbitrator and/or attorney's fees and court costs.
8. SHIPPER agrees it shall not have any right to set off compensation due BROKER under any Load Confirmation against any amount in dispute with carriers or BROKER concerning claims of any kind.
9. Standard carrier cargo insurance in the minimum amount required by law will apply on all shipments, unless otherwise specified in the Load Confirmation or stated as released value on a uniform straight bill of lading and agreed upon by





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- SHIPPER and the motor carrier. BROKER shall be advised of any other cargo insurance requirements of SHIPPER at least 72 hours in advance of each movement.
10. If SHIPPER requires the Motor Carrier to provide loading services, SHIPPER must inform BROKER in writing prior to dispatch. If no prior arrangement is made, SHIPPER will be responsible for ensuring that cargo is properly and safely loaded, supported, blocked, braced and secured. SHIPPER will be responsible for expenses and cargo loss and damage.
 11. SHIPPER warrants that all goods have been properly prepared, packed, stowed, and are fully and accurately labeled. If SHIPPER loads and seals the cargo and the Carrier does not have the opportunity to count the cargo being loaded and the seal is intact upon delivery, then BROKER and Carrier are absolved from any liability for shortages or damage to the cargo. If the seal is broken at the direction and under the supervision of a government or federal agent in connection with an inspection, then BROKER and Carrier will also not be held liable. BROKER will direct the Carrier to ask the government agent to reseal the trailer and/or make appropriate notation on the cargo documentation form. If a Carrier dispatched by BROKER breaks the seal in order to inspect, reposition, or protect the cargo from damage or to comply with federal, state, and municipal laws, rules, and regulations, the SHIPPER will not hold the Carrier and BROKER liable. SHIPPER's consignee may not refuse delivery of a shipment solely for this reason.
 12. If SHIPPER orders a tow away shipment involving power units (tractors) and drivers only, SHIPPER shall be solely responsible for maintenance of its trailers and any other required equipment transported by the carrier(s) selected by brokers. SHIPPER warrants to BROKER that its trailer and equipment meet applicable safety standards, is road worthy and will be ready for transportation upon the dates and time specified herein. If SHIPPER'S trailer or other equipment is not suitable for transportation, the carrier may refuse to transport said trailers and equipment and SHIPPER will be liable for charges due for "Equipment Ordered but Not Used" as set forth in the Load Confirmation. Any expenses or repairs related to SHIPPER'S trailers or equipment incurred by carrier(s) while under dispatch, over which carrier(s) has not reasonable control, (including but not limited to flat tire repair, air hose replacement, brake repairs, electrical repairs, etc.) shall be paid by SHIPPER. SHIPPER hereby delegates to carrier(s) the authority to make such repairs as necessary to ensure deliveries per the schedules. Carrier(s) shall provide to SHIPPER receipts for repairs to SHIPPER'S trailers or equipment upon delivery at destination.
 13. SHIPPER warrants to BROKER that any trailers or equipment tendered for transportation are not over dimension or overweight, unless specified in the Load Confirmation. SHIPPER shall be liable for any damages or permit expenses which a carrier may sustain attempting to transport a load in excess of prearranged specifications and shall be liable for any additional charges incurred by BROKER as a result. Carrier(s) shall not be required to make pickup or delivery if access to the trailer or equipment, as well as ingress or egress, is not possible by a tractor's own motor power and SHIPPER will be liable for charges due for "Equipment Ordered But Not Used" as applicable. If a tractor is detained en route, at origin or destination by any action of the SHIPPER or their designated agent(s), the SHIPPER shall be subject to applicable detention rates.
 14. The BROKER shall not be liable to SHIPPER for claims, including, but not limited to: (i) cargo loss, damage or delay claims, or (ii) bodily injury or property damage claims asserted by third parties against the carrier and/or SHIPPER. In addition, the parties shall not be liable to each other for failure to perform pursuant to the Terms and Conditions on any Order in the event such failure is caused by strike, riot, fire, disruption to the transportation network, the intervention of any governmental authority, natural disaster or act of God, or any other factors beyond the reasonable control of the failing party.
 15. SHIPPER agrees to indemnify and hold harmless BROKER, and its agents or employees, from and against all claims, administrative proceedings, settlements, costs, expenses or arbitrator/attorney's fees arising out of or relating to any Order if such claims are caused in whole or in any part by the negligent act or omission of the SHIPPER, its agents, employees, subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not is caused in part by such persons indemnified hereunder.
 16. BROKER'S liability to SHIPPER under each order or any claim arising from or relating to it shall be limited to the lesser of the amount of SHIPPER'S actual damages or their revenue derived by BROKER from the single bill of lading accompanying



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the shipment giving rise to the claim. For purposes hereof, the notification period (“Notification Period”) for any damages claimed by SHIPPER shall be thirty (30) days from the date of occurrence. Notice of any claim must be provided in writing to BROKER via certified mail, return receipt requested. BROKER is not liable for any claims made by SHIPPER after the Notification Period.

17. BROKER will conduct its affairs and perform services under these Terms and Conditions and for each Order as an independent contractor. BROKER is free to perform brokerage services for parties other than the SHIPPER, and the SHIPPER is free to tender its property to other carriers or brokers for transportation.
18. SHIPPER understands that the BROKER enters into agreements with Motor Carriers which prohibit back solicitation of the SHIPPER by the carrier. SHIPPER agrees to notify the BROKER within ten (10) days if a Carrier has solicited a SHIPPER when that carrier has been used by the BROKER for transporting freight on behalf of the SHIPPER within the period of two (2) years prior to the event of solicitation. Nothing in this paragraph shall be construed to prevent the SHIPPER from using any other motor carrier at any time with or without participation of the BROKER in the shipment.
19. Each Order shall commence on the date shown on the Load Confirmation and shall be effective for a period of one year from such date, and shall continue thereafter from year to year, unless terminated by either party at any time during the first or any subsequent year by either party, giving the other thirty (30) days prior written notice of its intention to cancel an Order. The duties to make payment, notify of back solicitation and indemnity shall survive the termination of an Order.
20. Both the BROKER and SHIPPER agree that all of their financial information and that of their customers, including but not limited to freight shipping and brokerage rates, monetary amounts received for brokerage services, sums of freight charges collected, as well as personal customer information of any type, shall be deemed and treated as confidential. As such, this information shall not be disclosed or used for any reason without prior written consent of all parties.
21. These Terms and Conditions and accompanying Load Confirmation shall bind the parties, their representatives and assignees. The Terms and Conditions shall not be modified except in writing signed by both parties. No officer, employee or agent of the parties has the power, right or authority to waive any of the provisions of these Terms and Conditions, nor shall any custom with or without the knowledge have the effect of changing, modifying, changing or foregoing any condition or provision.
22. The Terms and Conditions and accompanying Load Confirmation set forth the entire agreement between SHIPPER and BROKER. There are no other representations, warranties, agreements or contracts, oral or written, which are expressly set forth or provided for herein.
23. Each Order Confirmation shall be deemed to be governed by the laws of State of Illinois and for all purposes shall be construed in accordance with and governed by the State of Illinois. Any claims arising out of, or relating to, an Order or breach hereof shall be brought before an arbitrator or an appropriate court in the State of Illinois.

IN WITNESS WHEREOF, the parties have executed these Terms and Conditions of Brokered Shipments by their duly authorized representatives on this ____ day of _____, 20____.

DMB Industries LLC

CLIENT: _____

Signature: _____

Signature: _____





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SHIPPER PROFILE FORM

Main/Corporate Office Information:	
Company Name:	
Billing Address:	
Phone Number:	
Fax Number:	
Admin Contact:	
Accounting Contact:	
Federal EIN #:	
Bank References:	
Financial Institution Name:	
Phone Number:	
Account Number:	
Contact Name:	
Trade References (2 must be motor carriers):	
Reference #1 (Contact Name/Co. Name/ Phone Number:	
Reference #2 (Contact Name/Co. Name/ Phone Number:	
Reference #3 (Contact Name/Co. Name/ Phone Number:	
Reference #4 (Contact Name/Co. Name/ Phone Number:	

On this ____ day of _____, 20 ____, I hereby attest that all information provided is accurate and verifiable. Furthermore, SHIPPER authorizes **DMB Industries LLC** and/or its credit agency to investigate all credit history, bank references and any other information required to process this application and at any time in the future.

Shipper's Authorized Representative (Print Name): _____

Signature: _____ **Title:** _____

Initials



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BROKER CONTACT/COMPANY PROFILE SHEET

Broker and/or Broker-Agent Information:	
Name:	Dwayne M. Bell
Phone Number:	800-941-5973
Fax Number:	773-952-4207
Email Address:	dmbindllc@gmail.com

Corporate Office Information:	
Address:	6650 S. St Lawrence Ave., # 1 Chicago, IL 60637
Office Phone Number:	800-941-5973
Fax Number:	773-952-4207
Email Address:	dmbindllc@gmail.com
Web:	www.dmbindllc.com
Admin Contact:	Dwayne M. Bell/800-941-5973
Accounting Contact:	Dwayne M. Bell/800-941-5973
MC #:	1114890
Federal EIN #:	47-3136436
Surety Bond:	\$75,000.00 with Gray Surety

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.
DWAYNE M. BELL

2 Business name/disregarded entity name, if different from above
DMB INDUSTRIES LLC

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.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

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) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1650 S ST LAWRENCE

6 City, state, and ZIP code
CHICAGO IL 60637

7 List account number(s) here (optional)

Requester's name and address (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

			-			-				
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or

Employer identification number

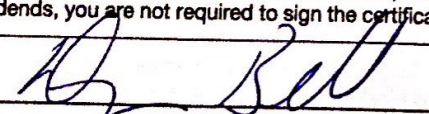
4	7	-	3	1	3	6	4	3	6
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ **11-2-2020**

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
August 06, 2020

LICENSE
MC-1114890-B
U.S. DOT No. 3436516
DMB INDUSTRIES LLC
CHICAGO, IL

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

APPLICATION FOR LICENSE, PERMIT AND MISCELLANEOUS

AGENCY INFORMATION

Agency Name Bonding Solutions, LLC	Address 2855 E Brown Rd Ste 9, Mesa, AZ 85213
--	---

BOND INFORMATION

Type of Bond Freight Broker (BMC-84)	Bond Amount \$ 75,000	Effective Date 06/24/2020	Term of Bond 1 Year Term	Prior Bond <input type="checkbox"/> Yes <input type="checkbox"/> No
Bond to be filed with (Obligee Name) FMCSA	Street Address of Obligee Add 1 1200 New Jersey Ave SE Add 2 City Washington State DC Zip 20590 -			

BUSINESS INFORMATION

Applicant Name DMB Industries LLC	Bus Telephone (773) 470-7827	How long under current ownership? Years _____ Months _____	
Describe Type of Business Transportation/Freight/Brokerage		Number of Years Experience 4 Years	
Company Address Add 1 6147 S. Champlain Avenue, #2 Add 2 City Chicago State IL Zip Code 60637		Company Tax ID #	
Prior or Current Bond with: N/A	How Long Years _____	Bond No.	Reason for change
Applicant is a <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Corporation Business			If Partnership or Corporation, Number of Partners or stockholders
start or Inc Date			

- Have you, your spouse or Company ever: -
- a. Failed in any business? YES NO
 - b. Been involved in any dispute where a lawsuit or lien was filed? YES NO
 - c. Been a principal or Indemnitor on a bond which a claim was brought? YES NO
 - d. Been subject to a federal tax lien? YES NO
 - e. Declared Bankruptcy? YES NO

IF "YES" TO ANY OF THESE QUESTIONS, ATTACH A DETAILED EXPLANATION

INDEMNITY AGREEMENT – PLEASE READ CAREFULLY. YOUR SIGNATURE CREATES LEGAL CONSEQUENCES TO YOU.

In consideration of The Gray Casualty & Surety Company and/or The Gray Insurance Company referred to hereafter as "Surety," issuing the bond applied for and any renewal and increase of the same or of any bond or undertaking of similar nature given in substitution or renewal thereof, the undersigned hereby agree for themselves, their heirs, successors and assigns, jointly and severally:

1. To pay Surety an annual premium in advance each year during which liability under the bond shall continue in force and until satisfactory evidence of termination of the Surety's liability is furnished to the Surety.
2. To indemnify Surety against all losses, liabilities, costs, damages, attorneys' fees and expenses the Surety may incur or has incurred due to the execution and issuance of the bond on, before or after this date including any modifications, renewals or extensions of the bond or the enforcement of the terms of this indemnity agreement.
3. The Surety or its representatives shall have the right to examine the credit history, department of motor vehicle records, employment history, books and records of the undersigned or the assets covered by the bond, or the assets pledged as collateral for the bond.
4. The undersigned agree to waive notice of the execution of the bond, notice of any fact, knowledge or information effecting the undersigned's rights or liabilities under the bond that Surety may have or discover prior to or after execution of the bond.
5. The undersigned, upon written demand, shall deposit with Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety may in its absolute discretion determine is necessary and the deposit shall be pledged as collateral security on any such bond or other bonds the Surety may have issued for the undersigned. Surety shall have no duty to invest, or to provide interest on, any such deposit. The undersigned hereby irrevocably appoints Surety as their attorney in fact to execute any documents necessary to perfect Surety's security interests in any collateral submitted to Surety. Surety shall have the exclusive right to determine if any claim or suit shall be denied, paid, compromised, defended or appealed, without affecting the undersigned's

liability under this agreement. An itemized statement of payments made by Surety shall be prima facie evidence of the obligation of undersigned due to Surety. The undersigned agree