

Terms & Conditions Document

AHG SECURITY SERVICES

TERMS & CONDITIONS – MASTER REFERENCE DOCUMENT

Version: 2026.3

Effective Date: September 19, 2026

Total Sections: 8 Articles / 47 Subsections

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ARTICLE I – INTRODUCTION & FOUNDATIONAL PRINCIPLES

1. Purpose

AHG Security Services utilizes a comprehensive Terms & Conditions document in lieu of a traditional contract. This document serves as the governing framework for all business engagements between AHG Security Services and its Purchasers.

The Terms & Conditions are designed to clearly define the expectations, responsibilities, and standards that apply when AHG Security Services is selected as the security vendor. It outlines in detail the scope of services, operational procedures, financial policies, legal obligations, and mutual expectations that guide the delivery of security services.

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These Terms & Conditions are standardized, non-negotiable, and apply uniformly to all Purchasers, regardless of the size or nature of their business or facility. This uniformity ensures consistency, accountability, and legal clarity across all service relationships.

By maintaining these universal standards, AHG Security Services ensures that all Purchasers are treated equally and that service delivery remains efficient, transparent, and aligned with the company's operational protocols and regulatory obligations.

By proceeding with AHG Security Services, each Purchaser acknowledges and accepts the applicability of the Terms & Conditions in full, which are intended to function as a fair and thorough representation of how AHG Security Services conducts business.

2. Definitions

a. Purchaser – the individual or business entity that selects AHG Security Services to protect their assets, property, and/or business interests.

b. Term Length – the amount of time (stated in the Terms & Conditions) AHG Security Services will provide security for. The term length is requested by a purchaser on the quote request form. Once agreed, the term length is generated into the scope and then adopted into the Terms & Conditions Document.

c. Commencement Date – the date (stated in the Terms & Conditions) AHG Security Services begins providing security. Before a Commencement Date may be set, the cost proposal must be agreed to, signed off on, and the first payment must have cleared. The commencement date is 14 calendar days after the payment has cleared. See more details in the **purchaser payment policy section (#25)**.

d. Expiration Date – the last date (stated in the Terms & Conditions) AHG Security Services provides security for a purchaser. The expiration date is calculated by considering the term length and computing from the commencement date.

3. Contract Structure & Governing Documents

AHG Security Services uses a unified contractual structure designed to clearly establish the rights, responsibilities, expectations, and operating requirements of both AHG Security Services and the Purchaser.

These Terms & Conditions constitute the standard service framework under which AHG Security Services provides professional security services and serve as the foundation of the contractual relationship with each Purchaser. Unless otherwise expressly modified through the contractual procedures established herein, they apply uniformly to Purchasers engaging AHG Security Services and are intended to govern the relationship in lieu of requiring a separately negotiated contract for each service arrangement.

The Terms & Conditions were developed to address contractual gaps, ambiguities, and operational issues that can arise when security services are governed by brief or generalized service agreements. This structure is intended to promote transparency, legal compliance, operational consistency, and clear expectations before services begin; reduce opportunities for conflicting interpretations; and create a consistent framework within which Purchaser-specific requirements can be addressed.

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By purchasing, authorizing, accepting, or otherwise engaging AHG Security Services to provide services, the Purchaser acknowledges and accepts the applicable Terms & Conditions contained in this master document, together with any applicable Attachments, Addendums, or other governing documents incorporated into the contractual relationship.

The complete agreement may consist of three primary types of documents: Terms & Conditions, Attachments, and Addendums. These documents are intended to operate together as one cohesive contractual framework rather than as separate or competing agreements.

a. Terms & Conditions – The Foundation

The Terms & Conditions establish the standard contractual and operational rules governing services provided by AHG Security Services. They address matters that generally apply across Purchasers and locations, including service administration, payment, responsibilities, limitations, staffing practices, operational standards, risk allocation, and other conditions of the business relationship.

The Terms & Conditions provide the base contractual structure so that important matters are not left undefined simply because they were omitted from a shorter or more generalized service agreement.

b. Attachments – Supporting or Required Documents

Attachments supplement the Terms & Conditions by providing additional information, requirements, disclosures, explanations, policies, or documentation associated with a particular provision or subject.

Attachments may include documents required by applicable law, regulation, licensing requirement, governmental program, funding or reimbursement condition, or other compliance obligation. They may also contain detailed AHG Security Services policies, procedures, interpretations, or explanations supporting provisions contained in the Terms & Conditions.

Unless specifically stated otherwise, an Attachment does not independently replace the Terms & Conditions. Applicable Attachments form part of the complete contractual framework governing the services.

c. Addendums – Purchaser-, Contract-, or Location-Specific Agreements

Addendums address matters that are unique to an individual Purchaser, contract, property, location, assignment, or service arrangement.

AHG Security Services and the Purchaser may work together to develop Addendums addressing matters such as scope of services, site-specific responsibilities, staffing requirements, communication procedures, access protocols, Purchaser requirements, special operating conditions, pricing arrangements, or other mutually agreed provisions.

A single Purchaser may have multiple Addendums, and different locations operated by the same Purchaser may have different Addendums when their operational or contractual requirements differ.

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Addendums provide flexibility within the standardized AHG Security Services contractual structure. When appropriate, an Addendum may supplement or specifically modify a provision of the Terms & Conditions or an Attachment for a particular Purchaser, contract, property, or location. Any such modification should identify the affected requirement with sufficient clarity to establish the intended exception or alternative.

A final Addendum becomes binding when approved and executed by the parties as required.

d. Purchaser Contracts and Other Required Documents

AHG Security Services does not categorically refuse to review or sign contracts, agreements, purchase documents, certifications, or other contractual materials required by a Purchaser.

However, AHG Security Services seeks to avoid a fragmented contractual relationship in which the Purchaser signs one agreement prepared by AHG Security Services while AHG Security Services separately signs an unrelated Purchaser agreement containing different, overlapping, or conflicting provisions.

When a Purchaser requires its own contractual provisions, AHG Security Services and the Purchaser should review those requirements together and determine how they can be incorporated, reconciled, referenced, or otherwise addressed within the complete contractual framework, including through an Addendum when appropriate.

The objective is to establish one cohesive contractual relationship in which all applicable documents are intended to be read together rather than multiple independent agreements competing with one another.

e. Conflicting Provisions

No Purchaser-provided document shall automatically modify, supersede, or nullify a provision of the AHG Security Services Terms & Conditions merely because AHG Security Services signs or acknowledges that document.

When a Purchaser requires a provision that differs from the Terms & Conditions or an applicable Attachment, the parties should identify the difference and document the agreed treatment through an Addendum or other written provision that clearly establishes the intended modification.

Where an expressly negotiated and mutually executed Addendum identifies a specific provision being modified, the Addendum shall control that matter to the extent permitted by applicable law and any controlling governmental, regulatory, funding, reimbursement, or contractual requirement.

f. Relationship Between Contract Documents

The three components of the contractual framework are interconnected. A change to one component may require review or modification of another component.

For example, an amendment to the Terms & Conditions may affect a provision contained in an existing Addendum. Similarly, a change in law, regulation, governmental requirement, or other

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controlling authority may require an Attachment to be updated and may also require a related Addendum to be revised.

Accordingly, neither AHG Security Services nor the Purchaser should assume that an existing Addendum remains unaffected when the underlying Terms & Conditions, applicable Attachment, or controlling legal requirement upon which it was based has materially changed.

Any required or appropriate revisions will be addressed in accordance with the amendment procedures established in these Terms & Conditions.

g. Document Organization

Unless otherwise expressly agreed in writing, contractual documentation should be organized in the following manner:

1. **Terms & Conditions** – the standard contractual foundation.
2. **Attachments** – supporting, explanatory, compliance, or legally required documents.
3. **Addendums** – mutually agreed provisions applicable to a particular Purchaser, contract, property, location, or service arrangement.

Together, all applicable documents constitute the complete agreement governing the services.

h. Contracting Philosophy

AHG Security Services recognizes that its contracting process may require more discussion and preparation than a basic security service agreement. This additional work is intentional.

The contractual structure is designed to establish expectations before services begin, address issues that might otherwise become contractual gaps, and allow AHG Security Services and the Purchaser to develop specific requirements together rather than relying upon assumptions after services have begun.

Purchasers should evaluate this contractual structure together with the service model offered by AHG Security Services. For Purchasers who determine that AHG Security Services is a competent and trustworthy company with which to do business, the additional effort involved in developing appropriate Addendums is intended to produce a clearer contractual relationship and a security program more specifically structured around the Purchaser's actual needs.

4. Amendments, Legal Updates & Contract Reconciliation

Because the Terms & Conditions, Attachments, and Addendums operate together as one contractual framework, a change affecting one document may require corresponding changes to another. AHG Security Services will therefore review affected contractual documents when material changes occur and, where necessary, work with the Purchaser to maintain a legally compliant, operationally practical, and internally consistent agreement.

a. Changes to the Terms & Conditions

AHG Security Services may periodically amend, clarify, update, or replace its standard Terms & Conditions to reflect changes in company operations, service practices, legal or regulatory

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requirements, risk management practices, industry conditions, or other legitimate business needs.

When a change to the Terms & Conditions materially affects a provision contained in an existing Addendum, AHG Security Services will review the affected Addendum to determine whether it should also be modified.

b. Changes to Attachments

AHG Security Services may add, remove, replace, or update Attachments when necessary to reflect changes in applicable law, regulation, licensing requirements, governmental programs, funding or reimbursement requirements, company policies, procedures, interpretations, or other relevant circumstances.

When an Attachment is modified because of a change in law, regulation, governmental directive, or other controlling requirement, the applicable legal or regulatory requirement shall control to the extent required regardless of whether an existing Addendum has already been formally revised.

If the updated Attachment affects an existing Addendum, the Addendum will be reviewed and, when necessary, revised so that the contractual documents accurately reflect the applicable requirement.

c. Changes to Addendums

Because Addendums contain provisions developed or agreed upon for an individual Purchaser, contract, property, location, or service arrangement, an Addendum ordinarily may not be unilaterally modified by either AHG Security Services or the Purchaser.

Changes to negotiated provisions should be documented and mutually approved by the parties.

However, an Addendum cannot preserve a provision that has become unlawful, prohibited, impossible to perform, or inconsistent with a controlling legal or regulatory requirement. Where such a change occurs, the controlling requirement shall apply, and the parties will revise the affected Addendum as necessary to accurately document the revised contractual arrangement.

d. Required Review of Related Addendums

A change to the Terms & Conditions or an Attachment does not necessarily require every Addendum to be rewritten. Only Addendums that are materially affected by the change need to be reviewed.

Where a material conflict, inconsistency, or operational issue is identified, AHG Security Services and the Purchaser will work together to revise the affected Addendum.

The objective of the revision process is to preserve the original Purchaser-specific arrangement to the greatest reasonable extent while bringing it into alignment with the updated Terms & Conditions, Attachment, or controlling requirement.

e. Legal and Regulatory Changes

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Changes in law, regulation, licensing requirements, prevailing wage requirements, governmental programs, funding conditions, reimbursement requirements, or other controlling obligations may become applicable independently of the contractual amendment process.

Neither AHG Security Services nor the Purchaser shall be required to continue performing a contractual provision when doing so would violate an applicable controlling requirement.

When such a change affects the cost, staffing, compensation, scheduling, scope, administration, or manner in which services are provided, AHG Security Services may make those changes reasonably necessary for compliance while the parties complete any corresponding contractual documentation.

f. Material Changes Affecting Pricing or Service Structure

If an amendment, legal update, regulatory change, or required modification to an Attachment or Addendum materially changes the cost or manner of providing services, AHG Security Services may revise the applicable pricing, staffing, scheduling, service structure, administrative requirements, or other affected components of the service.

Where Purchaser approval or a mutually executed Addendum is required to implement the resulting contractual change, AHG Security Services and the Purchaser will work together to document the necessary modification.

g. Reconciliation of Contract Documents

Whenever a material amendment creates an inconsistency among the Terms & Conditions, an Attachment, and an Addendum, the affected documents should be reconciled rather than allowed to operate indefinitely with conflicting language.

Reconciliation may include revising an Addendum, replacing an Attachment, executing a new Addendum, removing obsolete language, adding clarifying language, or otherwise documenting how the updated requirements apply to the Purchaser.

h. Continuing Services During Revision

When a contractual revision is being prepared, services may continue under the existing agreement to the extent that continued performance remains lawful, practical, and mutually acceptable.

Any newly applicable legal, regulatory, licensing, governmental, funding, reimbursement, or other controlling requirement shall nevertheless apply when legally required, even if the corresponding Attachment or Addendum has not yet been formally updated.

i. Purpose of the Amendment Process

The purpose of this amendment process is not simply to create additional documentation. It is to ensure that the contractual framework continues to accurately reflect the services being provided and the obligations of both parties.

AHG Security Services intends for the Terms & Conditions, applicable Attachments, and Addendums to remain a **single cohesive agreement that evolves together when necessary**,

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rather than allowing individual documents to become outdated, contradictory, or disconnected from the actual service relationship.

ARTICLE II – ORGANIZATIONAL STRUCTURE & ENGAGEMENT RULES

5. Rank Structure

Rank Structure – also known as a company organizational chart that displays to Purchasers and to AHG Security Employees how communication and information flows up and down among the ranks. Like government sector positions, there are some titles in the ranks that may perform supervisory and/or management responsibilities but may not have a management title.

a. Security Guard – the entry level AHG Security Employee that works the various posts; as applicable Security Guards are required to hold the appropriate state security license. Security Guards are not business representatives meaning it is unacceptable (under any circumstances) for purchasers to bring solution issues to Security Guards.

b. Security Coordinator – the first rank above Security Guard; Security Coordinators are first line supervisors on the accounts they oversee and support. Security Coordinators are primary business representatives on the accounts they oversee and secondary business representatives on accounts they support. Purchasers that have a Security Coordinator as a primary business representative must bring solution issues to the Security Coordinator first. For accounts that don't have an assigned business representative and/or the Security Coordinator wasn't able to resolve an issue, the AHG Security President will handle accordingly.

6. Conflict of Interest – Prior Business Engagements with OneService Security Services, Inc.

To maintain the integrity of our business practices and in accordance with prior business arrangements between AHG Security Services and OneService Security Services, Inc. ("OneService"), the following terms apply to all prospective and existing Purchasers seeking to engage AHG Security Services for security service contracts:

a. Single-Location Businesses – If the Purchaser operates out of a single business location, AHG Security Services will not provide services at that location under the following conditions:

- i. OneService has submitted a formal bid to the Purchaser for security services at that location within the past six (6) months; or
- ii. OneService has provided security services at that location within the twelve (12) months immediately preceding the anticipated start date of AHG Security Services.

b. Multi-Location Businesses – If the Purchaser operates out of multiple business locations, the above restrictions shall apply only to those specific properties where OneService has:

- i. Submitted a formal bid for services within the past six (6) months; or
- ii. Provided security services within the past twelve (12) months.

c. For clarity, AHG Security Services may provide services simultaneously at other properties operated by the Purchaser where neither a bid has been submitted by OneService within the past six (6) months, nor has OneService provided services within the past twelve (12) months.

d. Responsibility of Disclosure – The Purchaser is responsible for disclosing all current and past security service relationships with OneService that may affect AHG Security Services' eligibility to provide services, in accordance with this policy.

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6. Conflict of Interest – Prior Business Engagements with OneService Security Services, Inc. (continued)

e. Right to Decline Service – AHG Security Services reserves the right to decline or terminate service agreements that are found to be in violation of this policy, regardless of when such a conflict becomes known.

f. Future Policy Expiration – As AHG Security Services expands and secures additional service contracts, this conflict-of-interest policy regarding OneService may be subject to termination. A specific end date for this policy will be issued by AHG Security Services in writing and incorporated into future versions of these Terms & Conditions. Until such time, this policy remains in full effect.

g. Policy Review & Updates – This policy may be reviewed and updated at AHG Security Services discretion. All changes will be communicated in writing and shall be effective upon issuance.

h. By proceeding with a service agreement with AHG Security Services, the Purchaser acknowledges and agrees to the above terms.

7. Contractor Status

AHG Security Services, along with the security guards it employs, operates strictly as an independent contractor. This classification has specific implications for purchasers regarding time tracking, tax payments, regulatory compliance, and governmental audits.

a. Contractor Status & Time Tracking – As AHG Security Services and its security guards are independent contractors, it is a violation of this policy for purchasers to require AHG Security Guards to clock in or out using timekeeping systems designated for employees of the purchaser's company. If a purchaser requires a more detailed record of security hours, AHG Security Services is open to working on a case-by-case basis to develop a customized hour-tracking program that aligns with the purchaser's specific needs.

b. Tax Responsibilities – Due to AHG Security Services' contractor status, all security service pricing proposals exclude taxes. Purchasers are prohibited from deducting any taxes from the total amount listed on the final cost proposal when making payment. To fulfill year-end tax requirements, purchasers must provide AHG Security Services with the appropriate 1099 form documenting payments made for security services.

c. Exemption From Purchaser's Employee Regulations – If the purchaser operates within a regulated industry (e.g., healthcare, nursing homes, etc.), employment-related regulations that apply to the purchaser's employees do not extend to AHG Security Services or its security guards. The contractor status of AHG Security Services ensures that industry-specific employment practices and internal policies governing the purchaser's staff do not apply to security personnel.

d. Governmental Audits & Regulatory Compliance – If a governmental agency arrives on-site to audit the purchaser's business, the purchaser must inform the agency that AHG Security Services and its security personnel are contractors/vendors, not employees of the facility. If the agency believes that the purchaser's compliance regulations extend to vendors, they must be referred directly to AHG Security Services. AHG Security Services will engage with the agency to address compliance concerns. Should a governmental agency determine that AHG Security

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Services is non-compliant with applicable regulations, AHG Security Services will bear sole responsibility for any warnings, violations, fines, sanctions, or legal actions issued. Such matters will be directed to AHG Security Services under its company name, and AHG Security Services will take the necessary corrective action, if applicable, to resolve compliance issues.

e. Records Management – As a contractor, AHG Security Services maintains sole and exclusive ownership of all records related to its employees, including security guards assigned to purchaser sites. These records—including but not limited to personnel files, evaluations, training certifications, disciplinary actions, and internal memos—are the proprietary property of AHG Security Services and will not be shared with purchasers.

The only records AHG Security Services will provide to purchasers are operational and managerial documents directly tied to the performance of the contracted security services, which may include: tour reports; incident reports; shift activity logs; post-management reports; communications made to supervisors or management about account-related matters.

Purchasers may request that AHG Security Services conduct performance evaluations of guards. While AHG Security Services may comply with such requests, the evaluation method and resulting documents are the property of AHG Security Services and will not be disclosed to the purchaser.

Independently of purchaser requests, AHG Security Services conducts ongoing internal performance evaluations and monitoring of its personnel as part of its account management procedures; therefore, supplemental evaluations are generally unnecessary.

8. Mutual Hiring Policy

This Mutual Hiring Policy outlines the terms and conditions governing the employment transitions between AHG Security Services and its Purchasers during the course of an active service agreement. It establishes fair, respectful, and structured procedures when either party seeks to hire an employee from the other.

a. Hiring of AHG Security Services Employees by Purchaser

i. Interview Scheduling – If a Purchaser wishes to consider an AHG Security Services employee for employment within their organization, interviews must be scheduled at times that are convenient for the employee but do not conflict with their current AHG Security Services work schedule.

ii. Transition Fee Requirement – Should the Purchaser offer employment to an AHG Security Services employee and the offer is accepted, the Purchaser agrees to pay a transition fee to AHG Security Services. This fee is due immediately and must clear before AHG Security Services will permit the employee to submit a two-week resignation and begin the transition to the Purchaser's organization.

iii. Notice and Transition – Once the fee is received and cleared, AHG Security Services will authorize the employee to transition. The employee is expected to work through the full notice period unless mutually agreed otherwise.

iv. Prohibited Conduct by Purchaser and Employee – It is strictly prohibited for any Purchaser to:

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1. Encourage, suggest, or cause an AHG Security Services employee to quit or seek termination in order to bypass the transition fee.
2. Hire an AHG Security Services employee who has quit or been terminated from AHG Security Services while AHG Security Services remains the contracted security provider at the Purchaser's site.

Similarly, no AHG Security Services employee may accept employment with a Purchaser's company following resignation or termination from AHG Security Services, if AHG Security Services still maintains the security services contract with that Purchaser.

v. Permissible Roles Post-Hire – A former AHG Security Services employee hired by the Purchaser may be placed in any role within the Purchaser's organization, including management or liaison positions that may oversee or interact with AHG Security Services. However, the Purchaser agrees that such appointments must uphold a professional and respectful working relationship, per the Mutual Respect Policy.

9. Transition & Employment Policy

This policy defines AHG Security Services' position and process regarding labor status during contract transitions, especially in scenarios where AHG assumes a contract previously held by a unionized security provider. It also clarifies AHG's authority in employment decisions and contract terms upon takeover.

a. Non-Union Status – AHG Security Services is a non-union private security company. As such, AHG Security Services does not recognize or operate under union agreements or collective bargaining obligations.

b. Contract Takeover Procedure – Union or Non-Union Sites – When AHG Security Services takes over an existing security contract—regardless of whether the outgoing provider was a union or non-union employer—the following applies:

i. Reapplication & Interview Requirement – All existing security personnel—including guards, supervisors, managers, and directors—must reapply and interview for employment with AHG Security Services. This process is required regardless of prior rank, role, tenure, or employment history. Purchaser input is welcomed regarding personnel, but all final hiring decisions are made solely at AHG Security Services' discretion.

ii. Impact on Union Standing – The act of reapplying and interviewing for a position with AHG Security Services nullifies any union standing associated with the individual's previous employment. AHG Security Services does not adopt, recognize, or inherit any union agreements or obligations that were in place between a unionized employer and the Purchaser. For any union policy or agreement to apply to AHG Security Services, the company would be required to formally sign a new agreement with the appropriate union—AHG Security Services does not and will not engage in such agreements.

c. AHG Employment Standards – AHG Security Services maintains high employee satisfaction through above-average pay for the industry, robust employee support policies, and a strong, structured rank and promotion system. These conditions inherently reduce the desire or need for union representation, as AHG Security Services provides a professional, equitable, and competitive workplace environment.

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d. Transitioning Non-Union Sites – Even in the case of non-union sites, all existing staff must reapply and interview for their positions under AHG Security Services; undergo evaluation based on AHG Security Services' internal standards and operational model; and acknowledge that continued employment is not guaranteed, and that all decisions rest solely with AHG Security Services.

e. Contractual and Policy Transitions – When AHG Security Services assumes control of a security contract: existing policies, agreements, and procedures from the prior provider do not automatically transfer to AHG Security Services. AHG Security Services will develop and negotiate new Terms & Conditions directly with the Purchaser. Any previously established service structures must be evaluated and re-approved by AHG Security Services to align with its operational standards.

f. Summary – AHG Security Services retains full and independent authority over all employment decisions, all operational protocols, and the development of site-specific security policies.

g. While AHG Security Services remains open to collaboration and feedback from its Purchasers, it operates independently from prior agreements or frameworks established by other providers, whether unionized or not.

ARTICLE III – SERVICE AVAILABILITY, SCOPE & OPERATIONAL MANAGEMENT

10. Scope

Refers to the detailed outline of security services to be provided by AHG Security Services, as defined and agreed upon prior to contract execution. The Scope includes, but is not limited to: Service Term Length; Days and Hours of Coverage; Duties, Functions, and Authorized Actions; Use of Tools and Equipment (e.g., handcuffs, OC spray, flashlights); Designation of Armed or Unarmed Status.

The Scope is developed collaboratively with the potential Purchaser based on the information provided in the Quote Request Form. It is essential that Quote Request Forms are accurate, as they serve as the foundation for the Scope and the resulting Cost Proposal. Once agreed to and signed by both parties, the Scope is formalized as an addendum to the Terms & Conditions Document and is considered an integral and enforceable part of the service agreement.

11. Service Availability & Out-of-State Licensing

AHG Security Services is headquartered in Long Island, New York, but may provide services throughout New York State and in other jurisdictions where AHG Security Services possesses the licensing, registration, authorization, or other legal authority required to perform the requested services.

a. New York State Services – AHG Security Services may provide services throughout New York State, subject to applicable licensing requirements and the operational ability of AHG Security Services to service the requested location. Service availability is not limited to New York City or Long Island.

b. Current Out-of-State Expansion – AHG Security Services is independently pursuing authorization to provide security services in **Kentucky, New Jersey, and Massachusetts** as part of its planned business expansion.

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Because AHG Security Services elected to pursue these jurisdictions independently, Purchasers will not be charged for the general licensing or registration costs associated with AHG Security Services obtaining its initial authority to operate in Kentucky, New Jersey, or Massachusetts.

This provision applies while those licensing or authorization processes remain pending and after they are completed. It does not prevent AHG Security Services from including ordinary licensing, compliance, administrative, or regulatory costs associated with maintaining its business operations within its general service pricing.

c. Current Licensing Status – Because licensing and registration approvals may occur between formal revisions of these Terms & Conditions, the Terms & Conditions may not always reflect the most recent licensing status of AHG Security Services.

AHG Security Services will make reasonable efforts to update both these Terms & Conditions and its official website as licensing statuses change. However, the section of the official AHG Security Services website specifically identifying the states or jurisdictions in which AHG Security Services is licensed, registered, or otherwise authorized to provide services shall be treated as the controlling AHG Security Services representation of its current licensing status.

Accordingly, if these Terms & Conditions identify a state as pending but the applicable licensing section of the official AHG Security Services website subsequently identifies AHG Security Services as licensed or authorized in that jurisdiction, the website status shall control for purposes of determining the current licensing status of AHG Security Services.

d. Services in Other Jurisdictions – A Purchaser may request services in a state or jurisdiction where AHG Security Services is not currently authorized to operate. The Purchaser must provide AHG Security Services with sufficient information regarding the requested location and services so that applicable licensing, registration, and regulatory requirements can be evaluated.

If additional authorization is required, AHG Security Services will determine whether it is willing and able to pursue the necessary authority before accepting the requested services.

e. Purchaser-Requested Licensing Costs – When AHG Security Services pursues a new state or jurisdiction specifically because of a Purchaser's request, AHG Security Services may provide a separate estimate for reasonable licensing, registration, application, qualification, administrative, professional, travel, or related costs necessary to pursue authorization.

Any Purchaser responsibility for such costs will be disclosed and agreed upon before AHG Security Services begins the applicable licensing process.

This does not apply to the general licensing efforts for **Kentucky, New Jersey, or Massachusetts**, which AHG Security Services elected to pursue independently.

f. Service Commencement – AHG Security Services will not knowingly commence regulated services in a jurisdiction until AHG Security Services has obtained the licenses, registrations, approvals, or other authority legally required for those services.

Licensing and registration timelines are controlled by the applicable jurisdiction and may affect the anticipated service commencement date.

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g. Local and Service-Specific Requirements – Authorization to operate within a state does not necessarily establish that every service may immediately be provided at every location within that state. Certain municipalities, service types, armed assignments, personnel classifications, or other circumstances may carry additional licensing, registration, permitting, or regulatory requirements.

AHG Security Services will evaluate applicable requirements based upon the location and nature of the requested services before commencement.

12. Licensing & Scope of Services

At AHG Security Services, we are committed to operating within the boundaries of the law and our professional licensure. To maintain compliance and ensure the integrity of our operations, we have established the following policy regarding licensing and service scope:

a. Security Licensing Requirements – AHG Security Services is a licensed Watch Guard/Patrol Agency and provides contract security guard services in compliance with all applicable state and local regulations. All AHG security guards are individually licensed and registered as required under applicable security guard regulations. AHG Security Services only accepts contracts for work that falls within the legal scope of duties permitted under a standard security guard license.

b. Prohibited Licensing Scenarios – AHG Security Services does not accept work that requires security personnel to hold additional or specialized licenses beyond a security guard registration card. This includes, but is not limited to, work involving certifications or licenses for fire safety or fire watch requiring separate fire marshal certification; EMT, paramedic, or first responder licenses beyond basic first aid/CPR; law enforcement or peace officer powers; specialized trades or technical services requiring non-security licenses.

Purchasers must make independent arrangements for non-security licensed personnel or vendors if their project scope requires additional certifications.

c. Uniform Distinction – To preserve the professional image and clear identification of AHG Security Services personnel: Non-security vendors are prohibited from wearing security-style uniforms. All vendor uniforms must be distinct from AHG Security Services uniforms to prevent confusion among the public and other personnel.

d. Custom Training Opportunities – If a Purchaser's needs include functions that can be fulfilled through enhanced training rather than additional licensure, AHG Security Services is open to developing customized training courses for our security personnel. These trainings can be designed to meet specific situational needs as long as they remain within the legal scope of a licensed security guard's duties.

13. Mandated Account Management

This policy outlines the requirement for a designated management structure for AHG Security Services accounts operating at or above a defined threshold of weekly service hours. The intent is to ensure dedicated oversight, streamlined communication, and high-quality service delivery for purchasers with substantial operational demands.

This policy applies to all cost proposals submitted by AHG Security Services for accounts with a minimum of 400 base hours per week, excluding banked hours and any additional hours allocated for administrative or operational coverage.

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For any account meeting or exceeding the 400 base-hour threshold per week:

- a. **Mandated Management Structure** – A designated management team specific to the purchaser's account will be established. This structure is intended to provide consistent oversight, improve operational efficiency, and serve as a direct point of contact for the purchaser.
- b. **Inclusion in Cost Proposal** – The cost associated with the mandated management structure will be included as a separate line item in the initial cost proposal provided to the purchaser.
- c. **Attachment Requirement** – An attachment will accompany the cost proposal. This document will detail the composition and function of the mandated management structure, explain how the structure integrates with AHG Security Services' existing Rank Structure, and reference the broader Terms & Conditions Document, providing clear alignment between operational oversight and contractual obligations.
- d. **Integration Upon Finalization** – Upon the purchaser's acceptance and finalization of the agreement, the attachment will be formally incorporated into the Terms & Conditions Document, becoming a binding component of the service contract.
- e. **Responsibilities** – Proposal Teams must ensure the appropriate management structure and attachment are included in all qualifying proposals. Operations Management must define and assign the personnel necessary to fulfill the mandated management structure. Contract Administration must ensure the attachment is accurately integrated into the Terms & Conditions Document following finalization.

14. Guard Meal Period, Break Relief & Continuous Post Coverage Policy

AHG Security Services recognizes that meal periods are both an employee welfare consideration and an operational requirement that must be incorporated into the staffing and scheduling of security services. Required meal periods shall therefore be planned as part of the security program rather than treated as an unexpected interruption to coverage.

AHG Security Services maintains a standardized companywide meal-period policy intended to provide employees with a consistent rule across the jurisdictions in which AHG Security Services operates. This company standard does not replace or reduce any greater or more specific requirement imposed by applicable law. Where the law governing the location in which services are performed requires an earlier, longer, additional, or differently timed meal period, the applicable legal requirement shall be followed.

a. Standard AHG Security Services Meal-Period Rule

As a general AHG Security Services operating standard, a security employee scheduled to work more than six (6) hours shall receive a bona fide meal period.

The employee's initial meal period shall ordinarily begin no later than the completion of the employee's fifth hour of work. This provides AHG Security Services with a consistent operational standard for scheduling and administering meal periods without requiring individual employees or site personnel to independently determine when a meal period should occur.

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Meal periods shall ordinarily be at least thirty (30) minutes unless applicable law or AHG Security Services policy requires a longer period.

Where applicable law requires the meal period to begin earlier, occur within a particular time period, be of a longer duration, include an additional meal period, or otherwise imposes a more protective or specific requirement, AHG Security Services shall administer the meal period in accordance with that requirement.

b. Application Across Jurisdictions

AHG Security Services may apply its standard meal-period policy even in jurisdictions where applicable law does not independently require a meal period for the particular employee or shift.

The purpose of this approach is to maintain a consistent operational standard as AHG Security Services provides services in multiple jurisdictions rather than unnecessarily reducing employee meal-period practices merely because a particular jurisdiction permits a less protective standard.

Accordingly, AHG Security Services' general rule requiring a meal period for shifts exceeding six (6) hours may be applied as a company policy regardless of whether the jurisdiction independently requires that same meal period.

However, the law applicable to the location where the employee actually performs services remains controlling. If that jurisdiction requires a meal period to occur earlier than the AHG Security Services standard, requires a longer meal period, requires an additional meal period, establishes a specific meal window, or imposes another greater or more specific requirement, AHG Security Services shall comply with that requirement.

This structure establishes a consistent AHG Security Services baseline while preserving compliance with state and local requirements applicable to each service location.

c. Duty-Free Meal Periods

A meal period provided under this policy shall be a bona fide duty-free meal period. During the meal period, the security employee shall be relieved of assigned security responsibilities.

The employee shall not be required to monitor a security post, control access, conduct patrols, monitor cameras, answer routine security communications, maintain responsibility for persons or property, remain responsible for immediate response, or otherwise continue performing active or inactive security duties while on the meal period.

Allowing an employee to eat while simultaneously remaining responsible for a security post is not the operational equivalent of providing the duty-free meal period contemplated by this policy.

If an employee's meal period is materially interrupted by a requirement to resume security duties, AHG Security Services shall address the interruption and provide any additional meal opportunity or compensation treatment required by applicable law and AHG Security Services policy.

d. Locations Capable of Temporarily Operating With Reduced Staffing

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At locations staffed by multiple security employees where the security operation can safely and contractually function with temporarily reduced staffing, AHG Security Services may stagger and rotate meal periods.

Under this arrangement, one employee may be relieved from duty while the remaining security personnel temporarily maintain the security operation with reduced staffing. Meal periods may then rotate among assigned personnel until each employee has received the required meal period.

For example, a location staffed by three security employees may temporarily operate with two employees while the third employee takes a meal period, after which another employee may be relieved.

AHG Security Services shall determine whether temporary reduced staffing is operationally appropriate based upon the nature of the property, assigned security functions, risk level, required posts, time of day, applicable post orders, Purchaser requirements, and other relevant operational considerations.

The presence of multiple security employees at a property does not automatically establish that the location may safely operate with reduced staffing during meal periods. AHG Security Services retains responsibility for determining whether this method of meal coverage is appropriate.

e. Security Posts Requiring Continuous Coverage

Where a security post or function must remain continuously staffed, AHG Security Services will not require the assigned security employee to remain responsible for the post while simultaneously treating the employee as being on a duty-free meal period.

Instead, appropriate relief coverage shall be incorporated into the staffing arrangement.

AHG Security Services and the Purchaser may establish relief through one or more appropriate methods, including:

1. assigning a part-time or relief security employee whose duties include providing meal-period coverage;
2. assigning another qualified AHG Security Services employee to temporarily relieve the regularly assigned employee;
3. staggering meal periods and temporarily reallocating responsibilities among other AHG Security Services personnel assigned to the property; or
4. coordinating with the Purchaser for an authorized Purchaser employee to temporarily assume limited functions that AHG Security Services and the Purchaser have agreed may appropriately be performed by that individual.

A Purchaser employee providing temporary coverage does not thereby become an employee, security officer, agent, or representative of AHG Security Services.

AHG Security Services will not transfer functions to Purchaser personnel where doing so would violate applicable law, licensing requirements, contractual requirements, insurance requirements, post orders, or AHG Security Services operational standards.

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f. Paid Scheduled-Shift Policy

AHG Security Services' standard compensation philosophy is that an employee should not ordinarily lose scheduled compensation solely because AHG Security Services requires the employee to take a meal period during the employee's scheduled assignment.

Accordingly, where AHG Security Services requires a meal period during a scheduled security shift, AHG Security Services may compensate the employee based upon the full scheduled shift length even though the employee is relieved of security duties during the meal period.

For example, an employee scheduled for an eight (8) hour shift who receives a thirty (30) minute duty-free meal period may nevertheless be compensated by AHG Security Services for the full eight (8) scheduled hours rather than having the employee's scheduled compensation reduced to seven and one-half (7.5) hours.

Payment of the scheduled shift does not eliminate the requirement that the employee actually be relieved of duties during the meal period. The employee may therefore be paid by AHG Security Services for the scheduled period while simultaneously being completely relieved of security responsibilities during the meal.

The treatment of meal periods for overtime calculations, prevailing-wage requirements, statutory hours-worked calculations, or other legally regulated compensation purposes shall be determined separately in accordance with applicable law and the applicable compensation provisions of these Terms & Conditions.

g. Purchasers Requesting Exclusion of Meal Periods From Purchased Coverage

AHG Security Services recognizes that some Purchasers may distinguish between an employee's paid scheduled shift and the amount of active security coverage being purchased.

A Purchaser may request that a duty-free meal period not be included within the amount of active security coverage purchased from AHG Security Services. Such a request shall not require AHG Security Services to reduce an employee's compensation, deny a required meal period, or require an employee to perform security duties while taking a meal.

Instead, AHG Security Services may adjust the scheduled assignment to provide the Purchaser with the requested amount of active security coverage.

For example, where a Purchaser requires eight (8) full hours of active security coverage and the assigned employee receives a thirty (30) minute duty-free meal period, AHG Security Services may schedule the employee for eight and one-half (8.5) hours, provide separate relief coverage, or establish another appropriate staffing arrangement.

Similarly, where multiple guards are assigned and continuous staffing levels are contractually required, additional relief personnel may be necessary rather than temporarily reducing the number of guards on duty.

Any additional scheduled time, relief staffing, or other resources necessary to provide uninterrupted active coverage may be incorporated into the Purchaser's staffing requirements and service pricing.

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h. Extended Shifts and Additional Meal Periods

Security assignments extending substantially beyond a normal workday require additional meal-period planning.

For shifts of approximately ten (10), twelve (12), sixteen (16), or more hours, AHG Security Services shall evaluate the total shift length, starting and ending times, applicable law, operational requirements, and employee welfare in determining whether an additional meal period or additional duty-free meal time is required or appropriate.

An extended shift does not necessarily create the same additional meal requirement in every jurisdiction. Applicable law may impose additional requirements based upon the length or timing of the workday, and AHG Security Services may also establish additional meal opportunities as a company operating practice.

Accordingly:

1. **Approximately 10-Hour Shifts** – The employee shall receive the initial meal period required under this policy, together with any additional meal period or opportunity required by applicable law or determined appropriate by AHG Security Services.
2. **Approximately 12-Hour Shifts** – AHG Security Services may provide a second meal period or additional duty-free meal time based upon the timing and circumstances of the assignment. Any additional meal period required by applicable law shall be provided.
3. **Approximately 16-Hour Shifts** – Because of the substantial length of the assignment, AHG Security Services will ordinarily provide more than one meaningful meal opportunity and shall provide all additional meal periods required by applicable law.

Where additional meal periods are provided, the same operational principles established by this Section shall apply. Employees shall be relieved of duties, coverage shall be rotated where reduced staffing is permissible, and relief shall be arranged where a post must remain continuously staffed.

AHG Security Services may continue its paid scheduled-shift approach for such meal periods. Where a Purchaser requests that duty-free meal periods be excluded from the amount of active security coverage purchased, AHG Security Services may extend the scheduled shift or provide additional relief personnel to preserve the requested amount of active coverage.

i. Purchaser Disclosure of Continuous-Coverage Requirements

During the quote, service-planning, or Addendum process, the Purchaser shall disclose whether any security post, position, entrance, control point, patrol function, or other security responsibility must remain continuously staffed or operational.

This information is necessary because continuous-coverage requirements may affect minimum staffing, relief staffing, scheduled shift lengths, employee scheduling, and service pricing.

AHG Security Services shall not waive or disregard a required meal period merely because a Purchaser requires continuous coverage but has selected a staffing arrangement that does not independently provide for relief.

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Where the requested staffing level cannot simultaneously provide the required meal periods and uninterrupted security coverage, AHG Security Services may require additional staffing, relief personnel, adjusted shift lengths, staggered scheduling, or another appropriate operational solution.

Any resulting cost shall be incorporated into the applicable service pricing.

j. Relationship to Staffing and Pricing

Meal-period requirements form part of AHG Security Services' overall staffing methodology.

The number of guards necessary for an assignment is not determined solely by the number of posts a Purchaser wishes to have occupied during ordinary operations. AHG Security Services may also consider whether those posts must remain continuously occupied while employees receive required meals, whether staffing can safely be temporarily reduced, whether responsibilities can be redistributed, and whether dedicated relief personnel are necessary.

Accordingly, meal-period coverage may affect minimum staffing requirements established by AHG Security Services.

Where AHG Security Services determines that additional staffing or scheduled time is necessary to maintain the Purchaser's required level of security coverage while complying with employee meal-period requirements, such staffing or time may be treated as a necessary component of the security program rather than an optional service.

k. Changes in Applicable Law

Meal-period requirements vary by jurisdiction and may change during the term of a service arrangement.

AHG Security Services may modify the administration of this policy as reasonably necessary to comply with applicable federal, state, or local law. A legal requirement applicable to the location where services are performed shall control where it requires an earlier, longer, additional, differently timed, or otherwise more protective meal period than the general AHG Security Services standard.

Where a change in law or regulatory interpretation materially affects staffing, scheduled hours, relief requirements, compensation, or the cost of providing services, AHG Security Services may make corresponding operational or pricing adjustments in accordance with these Terms & Conditions.

15. Optional Services Available Upon Request or Operational Necessity

The following services and capabilities may be included in a service proposal if requested by the Purchaser and/or determined by AHG Security Services to be suitable for the specific security operation. These items will be appropriately priced based on the scale, complexity, and duration of use.

a. Patrol Vehicles & Related Operational Costs – AHG Security Services can supply properly equipped patrol vehicles for mobile security operations. The service includes all related costs such as fuel, vehicle maintenance, insurance, routine vehicle cleaning, and EZPass or equivalent toll service access, if applicable.

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b. Guard Tour & Incident Reporting Program – AHG Security Services offers a technology-based guard tour and incident reporting platform that enhances transparency and accountability during patrols. Up to 100 guard tour scan points can be placed throughout the facility. For optimal performance and simplicity, AHG Security Services highly recommends simpler guard tours with fewer scan points whenever possible. This system allows real-time tracking of guard movements and incident documentation, ensuring detailed reporting and accountability for service delivery.

c. Training Program – AHG Security Services is committed to the continuous development of our personnel. We utilize a robust Learning Management System (LMS) to deliver high-quality, ongoing training to our guards, focusing on both core security competencies and soft skills. Purchasers may request specific training topics to be added to the training curriculum or provide their own training content to AHG Security Services for integration into custom training modules.

16. Patrol Vehicle Type

AHG Security Services utilizes specialized patrol vehicles to support our mobile security operations. To ensure reliability, presence, and suitability for security patrol duties, AHG Security Services only deploys vehicles that were previously used as official police vehicles. These vehicles are selected for their durability, safety features, and suitability for high-visibility patrol work.

a. Sedan vs. SUV Deployment – AHG Security Services offers both sedans and SUVs as patrol vehicle options, depending on the needs of the site and the request of the Purchaser. Each type of vehicle is equipped to support mobile patrol functions and may be assigned based on environmental conditions, terrain, or operational requirements.

b. Sedan Use Upon Request – If a Purchaser specifically requests the use of a sedan at their patrol location, AHG Security Services will honor the request, provided that a former police sedan is available and appropriate for the site. Sedans offer a cost-effective option due to lower insurance premiums and reduced fuel consumption when compared to SUVs. This option may be beneficial for sites with standard terrain, paved surfaces, and no requirement for high-clearance vehicles.

c. Default Vehicle Assignment – If no specific vehicle type is requested by the Purchaser, AHG Security Services will assign a patrol vehicle based on operational assessment, vehicle availability, and suitability for the environment.

d. Purchasers interested in sedan-only patrol vehicles should indicate this preference in their quote request or during the service planning phase to ensure accurate pricing and logistics.

17. Armed Guard Escalation & Pricing Adjustment Policy

This policy outlines AHG Security Services' right to amend security solutions and pricing when an unarmed security service is rendered unsafe or inappropriate due to conditions involving weapons or elevated risk.

a. Risk-Based Escalation to Armed Services – AHG Security Services offers both unarmed and armed security solutions. If a Purchaser initially contracts for unarmed security personnel but:

- i. Prior to the commencement of the Service Term, AHG Security Services identifies conditions at or near the site that present a credible risk of violence involving weapons; or
- ii. After the Service Term has commenced, there are recurring or severe incidents involving weapons or similar elevated threats;

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iii. AHG Security Services reserves the sole right, based on its professional discretion and operational safety assessment, to convert the deployment from an unarmed to an armed security solution.

b. Recalculation of Pricing Terms – In the event of an escalation to armed security services:

i. Pre-Term Adjustment – If the Service Term has not yet begun, AHG Security Services will recalculate the cost proposal based on the armed security rates. The Purchaser must pay the modified amount in full in order for the Service Term to begin. If the Purchaser declines, AHG Security Services reserves the right to cancel the deployment and calculate a fair and appropriate refund based on any prepayments or administrative work already completed.

ii. Mid-Term Adjustment – If the Service Term has already commenced, AHG Security Services reserves the right to immediately implement pricing adjustments reflective of the modified service type. The Purchaser will be responsible for full payment of all revised charges. Refusal or failure to remit full payment for the revised armed services may result in AHG Security Services issuing a prorated refund and terminating services on a significantly shortened timeline.

c. No Obligation to Continue Unarmed Services – AHG Security Services shall not be obligated to continue providing unarmed security services when doing so, in the company's professional judgment, creates an unreasonable safety risk for personnel or the public. The company's decision to deploy armed guards shall be final and binding.

d. Purchaser Responsibility – It is the responsibility of the Purchaser to disclose any known threats or site conditions that may affect the appropriateness of unarmed service. Failure to do so may accelerate escalation decisions and limit refund eligibility.

ARTICLE IV – SCHEDULING, HOURS & STAFFING ADJUSTMENTS

18. Base Hours

Refers to the total number of hours per week that a potential purchaser specifies on the Quote Request Form as the desired amount of security guard coverage. These hours represent the core service being contracted and are the basis for calculating the cost of the agreement. The Base Weekly Security Hours are the hours for which payment is rendered, and they form the foundation of the service schedule outlined in the Cost Proposal and Terms & Conditions Document.

19. Banked Hours

This policy explains the definition, usage, and management of banked hours as part of AHG Security Services agreements. Banked hours offer flexibility to purchasers by allowing additional coverage without requiring immediate or per-use payment. This policy applies to all purchasers with active service agreements that include banked hours provisions within the Terms & Conditions.

a. What Are Banked Hours? – Banked hours are pre-authorized, prepaid hours of additional security coverage that may be used as needed, without incurring additional charges at the time of use. This allows AHG Security Services to respond quickly to changing security needs while maintaining cost efficiency.

b. How Banked Hours Work – Inclusion in Contract: The total number of banked hours is clearly stated in the Cost Proposal and officially transferred and recorded in the Terms & Conditions Document.

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Usage and Tracking: As banked hours are used, AHG Security Services will provide written communication to the purchaser showing the updated remaining balance. Communication includes a summary of hours used, remaining hours, and relevant service dates.

Replenishing Banked Hours: Once the banked hours balance reaches zero, additional banked hour packages may be purchased. A new balance is applied only when full payment has cleared. Purchasers may buy additional packages at any time during the active Service Term Length.

End-of-Term Handling: At the conclusion of the Service Term, unused banked hours may be refunded, credited toward future services, and/or applied as price reductions, in accordance with the Refunds, Credits & Price Adjustments section of the Terms & Conditions Document.

AHG Security Services Responsibilities: Maintain accurate banked hour balances, provide timely written updates after hours are used, process payments and refresh balances accordingly, and administer end-of-term adjustments for any remaining banked hours.

Purchaser Responsibilities: Monitor usage reports and request new packages as needed, submit full payments to activate additional packages, and communicate any concerns or disputes in writing within 3 days of receiving a usage update.

20. Policy on Term-Length Expirations and Banked Hours Usage

AHG Security Services values transparency and mutual respect in all vendor-purchaser relationships. This policy outlines how term-length expirations and banked hours usage are handled, and sets expectations regarding communication and responsibility.

a. **Transitioning to a Different Security Vendor** – If a purchaser chooses not to continue with AHG Security Services as their security vendor beyond their current term-length, no formal cancellation is required. Simply arranging for a different security vendor to begin coverage upon the conclusion of the current term-length is sufficient. Because AHG Security Services requires full payment before any new term-length begins, it is understood that if full payment is not received by the expiration of the current term-length, services will naturally conclude. AHG Security Services will assume a natural wind-down of operations with the purchaser unless otherwise directed by the purchaser.

b. **Notification of Term-Length Expiration** – To ensure purchasers are aware of approaching term-length expirations, AHG Security Services will send email reminders at 90, 60, and 30 days prior to the end of the current term-length. These reminders are issued solely to cover legal and operational bases. AHG Security Services does not engage in pushy sales tactics or press purchasers for renewals.

c. **Banked Hours Usage and Notifications** – Purchasers who maintain a bank of additional security hours may experience fluctuations in usage due to weeks that exceed their base contracted weekly hours. As the banked hours balance approaches zero, AHG Security Services will send balance updates. These notifications serve to keep the purchaser informed, but are not intended as pressure to purchase additional banked hour packages.

If the banked hours balance reaches zero and no additional package has been purchased, AHG Security Services will not provide coverage for hours exceeding the base weekly allotment until additional hours are secured.

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d. Final Clause – AHG Security Services places a high value on professionalism and mutual accountability. This means: no guard coverage will be provided after the expiration of a term-length if no renewal is in place, and no extra hours beyond the base weekly allocation will be covered once the banked hours balance is exhausted.

21. Reduction of Hours

This policy is intended to inform purchasers of the formal process, requirements, and conditions for requesting and implementing a reduction in contracted security hours due to ongoing or long-term changes in operational needs.

a. Written Notification – Purchasers must submit a formal written request to AHG Security Services indicating their intention to reduce their weekly security hours.

b. Revised Quote and Cost Proposal – Upon receiving written notice, AHG Security Services will issue a new quote form reflecting the requested reduction in weekly hours. The difference in hours between the original agreement and the requested reduction will be calculated. A new cost proposal will be provided based on the updated service levels.

c. Refund Process – Upon agreement and signature of the new proposal, AHG Security Services will issue a refund check to the purchaser. The refund will be calculated as Guard's Hourly Rate × Total Difference in Hours (for the covered period).

d. Terms & Conditions Document Update – The Reduced Hours Document will replace the Original Document in the Terms & Conditions Document. The Original Document will be retained and stored separately for audit and recordkeeping purposes.

e. Definition of "Reduced Hours Term" – The "Reduced Hours Term" refers specifically to circumstances where there is a sustained or ongoing reduction in security needs due to broader operational shifts.

22. Restored Security Hours

This policy outlines the procedures and requirements for restoring weekly security hours to levels that match or closely resemble those stated in a purchaser's Original Terms & Conditions Document, following a prior reduction of hours.

a. Written Notification Required – The purchaser must submit a written request to AHG Security Services indicating their intent to restore service hours.

b. Restoration Proposal – Upon receipt of the written request, AHG Security Services will provide a formal restoration proposal. This proposal will include: a ramp-up timeline outlining how and when the additional hours will be implemented, and a detailed breakdown of restoration costs, including line items for staffing, administrative adjustments, and operational impacts.

c. Acknowledgement and Payment – To proceed with restoration, the purchaser must sign an acknowledgement form included in the proposal and submit full payment.

d. Effective Date of Restored Hours – The restored security hours will become active upon clearance of the full restoration payment.

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e. Document Revisions – The Reduced Hours Document will be replaced by the Restoration Document in the official Terms & Conditions Document. The former Reduced Hours Document will be archived separately, stored within the same file folder as the Original Document for historical recordkeeping.

23. Increased Security Hours

AHG Security Services is committed to supporting the evolving needs of our Purchasers by offering a structured and transparent process for requesting and implementing an increase in weekly security guard hours.

a. Request Submission – A request to increase weekly security guard hours may be submitted by a Purchaser only after a minimum of one (1) calendar week has passed from the original Service Commencement Date.

b. Written Request – The request must be submitted in writing to AHG Security Services through the designated contact or notification system.

c. Request for Increased Hours Form – AHG Security Services will provide the Purchaser with a standardized Request for Increased Hours Form.

d. Increase Proposal – AHG Security Services will issue an Increase Proposal, which includes a clear timeline for implementation of the new hours, an updated cost calculation, and a new Grand Total.

e. Purchaser Acceptance – To proceed, the Purchaser must sign the acceptance section of the Increase Proposal and submit full payment for the updated Grand Total.

f. Activation – Once the payment clears, the new service level with increased weekly hours will go into effect based on the timeline stated in the Increase Proposal.

g. Terms & Conditions Update – Upon activation of the increased hours, the Original Terms & Conditions Document will be replaced with the new Increased Document. The Original Document will be archived and stored in a separate file folder for reference and recordkeeping.

24. Minor Hours Modifications

A Minor Hours Modification refers to a temporary, short-term change in the weekly security schedule. This may involve either an increase or decrease in scheduled security guard hours to accommodate events such as national or company holidays, inclement weather, special events, closures, or operational slowdowns.

a. Adjustment Method – To ensure fair and consistent service value, AHG Security Services uses banked hours to balance weekly hour fluctuations caused by Minor Hours Modifications. If a week requires additional hours, AHG Security Services will deduct hours from the Purchaser's banked hours and apply them as needed. If a week requires fewer hours, the surplus hours will be added to the Purchaser's banked hours for use in a future week.

b. Request Process – To request a Minor Hours Modification, Purchasers need only send an email to AHG Security Services a minimum of 24 hours in advance of the intended change. The email should clearly state the affected date(s), the revised schedule or specific change in hours, and any relevant site or operational considerations.

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ARTICLE V – FINANCIAL TERMS, PAYMENTS & REFUNDS

25. Purchaser Payment Policy: This policy establishes the payment requirements for initiating and maintaining contracted security services through AHG Security Services.

25.a Payment Structure & What the Purchaser Is Paying For: The Purchaser is paying for a predetermined security service package covering a specified period, as established by the Quote Form, Cost Proposal, and selected Term Length.

The Grand Total of Hours may include:

- Scheduled guard coverage
- Account supervision
- Legally required benefit hours
- Banked hours for coverage and operational contingencies

Applicable hours are calculated at the established bill rate. The Cost Proposal may also include:

- Uniforms and equipment
- Hardware, software, and security technology
- Hiring and training costs
- Insurance
- Guard tour and incident reporting systems
- Patrol vehicle costs
- Other necessary operational expenses

These costs collectively constitute the Grand Total stated in the Cost Proposal.

25.b Prohibited Payment Terms & Hourly Service Structure

AHG Security Services provides security services on an hourly staffing and coverage basis. Payment is for the scheduled coverage and service package established within the Cost Proposal, not individual tasks or outputs.

Payment may not be conditioned upon the completion, quantity, frequency, or perceived quality of individual patrols, reports, scans, observations, inspections, checkpoints, or similar activities.

Accordingly, the Purchaser may not withhold, reduce, offset, prorate, or deduct payment solely because a particular activity was not completed in the Purchaser's preferred manner, frequency, or quantity when scheduled personnel were present and available to provide services.

Service-quality or performance concerns shall instead be addressed through the applicable provisions of these Terms & Conditions.

25.c Term-Based Pricing: Cost Proposals are priced according to the Term Length selected within the Quote Form. The selected term may not be shortened, modified, or renegotiated after execution except with the written agreement of AHG Security Services.

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25.d Cost Proposal & Payment Schedule

AHG Security Services will review the Quote Form, calculate the applicable pricing, and provide a Cost Proposal showing the Grand Total and available payment structures, which may include weekly, monthly, or other payment intervals.

The accepted payment structure will establish a Payment Schedule identifying the predetermined amount due on each scheduled payment date.

The Purchaser must execute the applicable agreements, accept the Cost Proposal and Payment Schedule, and make payments in accordance with that schedule.

The Grand Total is a predetermined package price and is not subject to routine post-service recalculation or adjustment except as expressly permitted under these Terms & Conditions.

25.e Scheduled Payment & Service Statement

On or about each scheduled payment date, AHG Security Services will provide a Scheduled Payment & Service Statement identifying the predetermined payment then due and relevant service-account information.

The statement may include:

- Payment date and amount due
- Available payment methods
- Current banked-hours balance
- Banked-hour usage or anticipated needs
- Options and pricing for replenishing banked hours
- Other relevant account information

The statement does not convert the Agreement into traditional post-service, usage-based, or credit billing. The Grand Total and Payment Schedule are established in advance; the statement identifies the scheduled payment currently due and provides information for managing the account. **Banked-hour information does not, by itself, modify the Grand Total or Payment Schedule.**

25.f Flexible Payment Methods & Due-Upon-Receipt Requirement: Scheduled payments are due upon receipt of the applicable Scheduled Payment & Service Statement. Purchasers may use any payment method made available and approved by AHG Security Services, which may include:

- Check
- Credit or debit card
- Bank account or electronic bank payment
- Other approved payment methods

This structure provides flexibility in how payment is made while maintaining the scheduled funding necessary for AHG Security Services to support payroll, staffing, and other operating costs. **The Purchaser is responsible for ensuring that each scheduled payment is made when due.**

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25.g Payment Communication, Non-Payment & Service Suspension

AHG Security Services recognizes that legitimate circumstances may occasionally cause a short payment delay. Purchasers anticipating a delay are encouraged to communicate with AHG Security Services promptly.

AHG Security Services may, at its discretion, approve a short-term accommodation or payment arrangement. Any such accommodation applies only to that particular situation and does not create a grace period, permanently modify the Payment Schedule, or waive AHG Security Services' rights regarding future payments.

If payment remains unpaid without an arrangement acceptable to AHG Security Services, or a payment is declined, returned, disputed, reversed, or otherwise unsuccessful, AHG Security Services may immediately suspend services.

During suspension:

- Guard coverage and other services may stop
- Staffing or assignments may be released or reassigned
- Outstanding contractual amounts remain due
- Payment may be required before service is restored
- Applicable costs resulting from the non-payment remain the Purchaser's responsibility to the extent permitted by law

Suspension for non-payment does not automatically terminate the Agreement.

25.h Service Reinstatement Following Non-Payment

Following a payment-related suspension, AHG Security Services will determine whether and when services can resume.

Reinstatement may require:

- Payment of outstanding amounts
- Confirmation that payment has cleared
- Applicable reinstatement or administrative charges
- Reasonable time to restore staffing and operations
- A revised payment arrangement

Because personnel may be reassigned during a suspension, payment of the outstanding amount does not guarantee immediate restoration of the previous staffing arrangement or service schedule.

25.i Payment Conditions Following Default

Following a payment default, AHG Security Services may review and modify the Purchaser's payment arrangement as a condition of continued or reinstated service.

AHG Security Services may:

- Continue or revise the existing Payment Schedule

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- Require partial or full prepayment of future service periods
- Establish shorter payment intervals or advance-funding requirements
- Require additional banked hours or a minimum banked-hours balance
- Establish another commercially reasonable payment arrangement

AHG Security Services may continue the suspension until the applicable payment conditions are satisfied. Failure to satisfy those conditions may result in continued suspension or termination in accordance with these Terms & Conditions.

26. Quote Process & Manual Pricing System

AHG Security Services utilizes a structured Quote Form and manual pricing system designed to maintain consistency, accuracy, and operational alignment.

26.1 Information Collection

The process begins with completion of the Quote Form, which may include:

- Property information
- Operational environment details
- Hazard identification
- Staffing requirements
- Scheduling requirements
- Post assignments
- Equipment selections
- Insurance selections
- Term Length requirements

All submitted information must be complete and accurate.

26.2 Manual Price Calculation

Upon submission of the Quote Form:

- AHG Security Services will review all information
- Pricing will be manually calculated using internal pricing models
- Pricing may reflect operational requirements, risk exposure, and service structure considerations

The Purchaser acknowledges that pricing is determined solely by AHG Security Services.

26.3 Cost Proposal Preparation

Following calculation:

- A formal Cost Proposal will be prepared
- A Payment Schedule will be established
- Pricing components will be structured according to the selected Term Length

26.4 Acceptance of Terms

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Execution of the Cost Proposal and Agreement to Terms & Conditions constitutes acceptance of:

- The calculated price
- The defined service structure
- The Payment Schedule
- All obligations contained within these Terms & Conditions

26.5 Binding Effect of Agreement

Upon execution:

- The Agreement becomes binding
- Payment obligations become enforceable
- Service scheduling proceeds in accordance with AHG Security Services policies

27. Refunds, Credits & Price Adjustments

At AHG Security Services, we strive to maintain transparent and fair financial practices regarding refunds, credits, and price adjustments.

a. Refunds – Refunds are applicable in cases where there is a gap in coverage due to a security guard not being on site for the full scheduled hours. For example, if a guard is scheduled from 5:00 PM to 1:00 AM but arrives at 6:00 PM, the purchaser will receive a refund for the missed hour. The refund amount is calculated based on the security guard's hourly rate of pay using the following formula:

Security Guard's Hourly Rate × Hours of Gaps in Coverage = Refund Amount per Pay Period.

Refunds will be issued as part of AHG Security Services' weekly payroll process. Purchasers must provide their banking information on the quote request form or at any time before finalizing their purchase of an AHG Security Solution.

In disputes that escalate to mediation, if the mediator rules that the Terms & Conditions can be broken and the purchaser is entitled to a refund for the remaining term length, the refund amount will be calculated as:

Security Guard's Hourly Rate × Remaining Hours in Term Length = Refund Amount.

b. Credits – Credits may be applied when a purchaser is negotiating the purchase of a new term length with AHG Security Services. A credit is issued when a purchaser was initially charged for a service or contingency that was ultimately not needed. For example, if a purchaser was charged for the potential need to replace a security guard twice during a term but never required a replacement, AHG Security Services may offer a credit in the cost structure of the new term length by removing that charge.

c. Price Adjustments – Price adjustments occur during negotiations for new term lengths when there is a difference in the per-guard rate from the previous term. If a purchaser was charged at a higher rate per guard in their initial agreement, but the new term length negotiations result in a lower per-guard rate, the adjustment will reflect the updated pricing.

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28. Service Term Commitment

To ensure operational continuity and proper allocation of resources, AHG Security Services enforces a strict policy regarding the commitment to service term length by Purchasers.

a. Lock-In Commitment Upon Agreement Execution – Once a Purchaser signs both the Agreement to Terms & Conditions and the Cost Proposal Form and submits full payment as outlined in the cost proposal:

i. The Terms & Conditions become active and legally binding.

ii. The Purchaser is locked into using AHG Security Services as their designated security vendor for the full Term Length stated in the Purchaser's Terms & Conditions document.

b. No Early Termination Outside of Term Length – Once the agreement is in effect, there is no clause, dispute, incident involving a security guard, or business circumstance that shall release the Purchaser from this obligation.

No alternative terms or interpretations, whether implied or suggested, shall override the locked-in service term. The service term may not be shortened, canceled, or otherwise altered outside of what is explicitly stated in the signed Terms & Conditions.

c. This ensures that AHG Security Services can allocate staffing, resources, and scheduling in accordance with the agreed-upon service commitment. Purchasers are encouraged to fully review the Terms & Conditions and Term Length prior to signing and submitting payment.

29. Split Service Post Coverage & Reimbursement Policy

In accordance with AHG Security Services' operational policies and its prohibition on the use of supplemental licenses, purchasers may occasionally be required to divide service responsibilities between AHG Security Services and an alternative provider.

a. Reimbursement for Late Arrival of AHG Security Guard – If an AHG Security Guard is scheduled to begin a shift from 8:00 AM to 4:00 PM and arrives late—particularly where another company is responsible for another service during the overnight shift—AHG Security Services will reimburse the purchaser for the exact amount of time the guard was late. The reimbursement amount will be calculated as (Guard's hourly salary × Hours/minutes late). This reimbursement will be issued via check and included in the corresponding payroll period.

b. Late Arrival of Other Company's Employee – If the employee of the other service provider (e.g., a Fire Safety Director scheduled from 12:00 AM to 8:00 AM) arrives late, and an AHG Security Services Guard working the 4:00 PM to 12:00 AM shift must remain on duty beyond their scheduled time, AHG Security Services will deduct banked hours to cover the additional hours worked by the guard.

This ensures uninterrupted coverage while acknowledging the additional time worked by AHG Security personnel. The banked hours balance will be documented and adjusted accordingly.

30. Prevailing Wage, Compensation & Work-Hour Requirements

When a contract, government program, reimbursement program, funding source, statute, regulation, solicitation requirement, or other applicable condition requires security personnel to be compensated or scheduled in accordance with a prevailing wage schedule, mandated benefit structure, work-hour limitation, overtime restriction, or similar requirement, AHG Security

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Services will comply with all requirements that are legally or contractually applicable to the services being provided. Such requirements will not, however, be presumed to apply merely because they are part of a Purchaser's customary practices or internal policies.

a. AHG Security Services Compensation Model – AHG Security Services is not structured or priced as a low-cost security provider. As a standard business practice, AHG Security Services compensates security personnel significantly above applicable minimum wage requirements and incorporates assignment conditions, employee qualifications, responsibilities, risk, benefits, and other factors into its compensation and pricing model.

b. Comparison of Compensation Structures – When a prevailing wage or similar mandated compensation schedule applies, AHG Security Services may provide the Purchaser with a comparison between the compensation and pricing produced by the applicable mandated schedule and the compensation and pricing that would otherwise result from AHG Security Services' standard model. A prevailing wage requirement should not automatically be interpreted as providing greater compensation to personnel. Depending upon the assignment and applicable schedule, personnel may receive greater compensation under AHG Security Services' standard compensation model.

c. Compliance With Applicable Requirements – Unless an authorized exemption, waiver, variance, deviation, alternative determination, or other legally sufficient authorization permits otherwise, AHG Security Services will comply with applicable prevailing wage, supplemental benefit, overtime, and work-hour requirements. Nothing in these Terms & Conditions authorizes either party to privately waive a requirement that cannot legally or administratively be waived.

d. Purchaser-Requested Alternative – If the Purchaser prefers the compensation, scheduling, or service structure produced by AHG Security Services' standard model rather than an otherwise applicable mandated structure, the Purchaser shall be responsible for determining whether an alternative is permitted and for completing any governmental, contractual, funding, reimbursement, or administrative process necessary to obtain approval.

e. Written Approval Before Service – Any exemption, waiver, variance, deviation, alternative determination, or other authorization relied upon to depart from an otherwise applicable requirement must be provided to AHG Security Services in writing before the affected services begin. Documentation must be sufficient to establish that the alternative is authorized for the applicable contract, program, location, personnel, and/or services.

f. Overtime and Employee Work Opportunities – Subject to applicable law and any binding contract or program requirement, AHG Security Services retains responsibility for determining employee schedules, overtime opportunities, staffing assignments, and maximum work hours. A Purchaser's internal preference, policy, or customary limitation regarding overtime or total employee work hours shall not automatically apply to AHG Security Services personnel unless AHG Security Services expressly agrees to that limitation or it is otherwise legally or contractually binding upon AHG Security Services.

g. Employee Financial Interests – AHG Security Services' compensation structure may include benefits or financial programs that are affected by the number of hours an employee works. This may include a company-sponsored savings program under which contributions are associated with hours worked, including eligible overtime hours. Accordingly, unnecessary restrictions on an employee's opportunity to work additional hours may affect both current earnings and other compensation or financial benefits available through AHG Security Services.

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h. Purchaser-Imposed Overtime Restrictions – When an overtime or work-hour limitation is not legally required but the Purchaser nevertheless requests that AHG Security Services comply with it, AHG Security Services may evaluate the restriction as an additional service condition. Acceptance of such a restriction is at the discretion of AHG Security Services and may result in staffing changes, additional personnel requirements, scheduling modifications, or corresponding adjustments to the service price.

i. No Assumption of Exemption or Applicability – AHG Security Services will not assume that its compensation practices independently exempt a contract from a legally applicable prevailing wage, benefit, overtime, or work-hour requirement. Conversely, AHG Security Services will not assume that a Purchaser's internal compensation or scheduling policies apply to AHG Security Services merely because the Purchaser applies those policies to its own employees or other contractors.

j. Changes in Applicable Requirements – If, after a quote or contract has been issued, a prevailing wage determination, supplemental benefit requirement, overtime rule, work-hour restriction, employee classification, or other mandated labor requirement is imposed, modified, reclassified, or determined to apply, AHG Security Services reserves the right to modify staffing, compensation, scheduling, and service pricing as reasonably necessary to comply with the requirement and account for resulting labor, benefit, payroll, administrative, and operational costs.

ARTICLE VI – LEGAL, LIABILITY & DISPUTE RESOLUTION

31. Indemnity

This Indemnity Policy establishes the conditions and limitations under which AHG Security Services ("AHG") provides indemnification to its purchasers ("Purchaser") related to incidents arising during the provision of contracted security services.

Indemnification provided by AHG is limited and conditional. AHG Security Services does not offer full or unconditional indemnity to Purchasers. Indemnity is granted only in specific circumstances and is determined based on the following key factors: the number of contracted security hours, the defined scope of the security services, and the party responsible for setting and enforcing the applicable security policy.

a. **Indemnity Based on Contracted Security Hours** – Indemnification coverage applies only during the contracted hours in which AHG Security Guards are physically present on the Purchaser's site and performing assigned duties. Purchasers with greater weekly base hours may be eligible for broader indemnification. Purchasers with reduced or limited contracted hours receive narrower indemnity coverage.

b. **Indemnity Based on Role and Duty Scope** – The nature of the security services provided directly influences the level of indemnity available.

i. **Passive roles** (e.g., lobby greeter, uniformed presence only): Do not generate indemnity coverage.

ii. **Active roles** (e.g., access control, surveillance, patrol duties): May qualify for indemnity only if the incident is directly tied to the guard's responsibilities and there is a failure in the execution of those duties. Example: If a guard is responsible for access control and fails to follow protocol, resulting in unauthorized access, indemnity may apply. However, if the breach occurred due to actions outside of the guard's responsibility, no indemnity applies.

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c. Excluded Duties – No Indemnification – AHG Security Guards are prohibited from performing the following non-security tasks: handling of money (except for logging found property); maintenance, custodial, or janitorial services; mechanical, electrical, or HVAC work; painting, carpentry, or general repairs; landscaping or snow removal; fire and safety system testing or inspections; OSHA or compliance-related tasks; vendor coordination or inventory management; or any physical labor tasks such as lifting, moving, or cleaning. Any incident resulting from these tasks is not covered under this policy.

d. Incident-Specific Indemnification Criteria – Indemnification will be evaluated on a case-by-case basis, even for Purchasers with 24/7 coverage. To qualify, the guard must have been assigned responsibility over the area or condition that led to the incident; the guard must have been aware (or reasonably should have been aware) of the hazard or situation; and the guard must have failed to act despite having a duty to do so.

e. Assignment of Security Policy Responsibility – If the Purchaser creates, mandates, or enforces its own security policy (including post orders, protocols, and enforcement methods), the Purchaser assumes full liability for incidents resulting from that policy. Indemnification will not apply as long as the guard understood and complied with that policy. If the Purchaser delegates the creation and enforcement of the policy to AHG, AHG Security Services assumes greater responsibility and liability for its implementation and enforcement, subject to all other conditions of this policy.

f. Indemnification Dispute Resolution – Disputes regarding indemnity determinations must first be escalated in writing to the President of AHG Security Services. If unresolved, either party may request mediation through the National Association of Certified Mediators. AHG will pay the cost of mediation. The mediator's decision is final and binding. Litigation in New York State or Federal Court is prohibited after mediation.

g. Acknowledgment Requirement – All Purchasers must acknowledge and accept this Indemnity Policy in writing prior to commencement of services. Continued use of AHG Security Services constitutes agreement.

h. Reference – See Attachment 2 for Indemnity Scenarios by Property Type and Situation.

32. Addendums and Indemnity in Terms & Conditions

AHG Security Services affirms that any addendums incorporated into these Terms & Conditions, once signed and acknowledged by the Purchaser and accompanied by full payment, are binding in the context of the agreement.

a. Facilitative Role in Addendum Preparation – AHG Security Services prepares and types addendums at the request and direction of the Purchaser. This is a facilitative role only and does not imply authorship or policy origination. AHG Security Services does not accept liability for any addendum content from an indemnity standpoint.

b. Collaborative Development – The content of all addendums is developed collaboratively between AHG and the Purchaser. AHG does not bear sole responsibility or liability for the resulting terms, as AHG does not act as ultimate policy-maker in such customizations.

c. Purchaser-Specific and Non-Standardized Nature – Addendums are uniquely tailored to individual Purchasers and are not part of AHG's standardized policy framework. Their existence

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and terms do not reflect general practices or policies of AHG Security Services and shall not create grounds for indemnity claims against AHG.

d. Indemnity Limitation Relative to Core Terms & Conditions – If a Purchaser agrees to a section of the Terms & Conditions (e.g., provision permitting guards to use appropriate force under law), that policy remains in effect despite any Purchaser preference for stricter limitations. AHG will not assume indemnity obligations beyond its standardized operational policies.

e. Final Clause – By signing acknowledgment and completing payment, the Purchaser agrees that AHG's role in preparing addendums does not equate to policy authorship and does not override indemnity limitations set forth herein.

33. Lawsuit Accountability & Indemnity Resolution Policy

This policy establishes procedures for handling lawsuits involving AHG Security Services and Purchasers under the Terms & Conditions.

a. Determination of Responsible Party – Responsibility will be determined using the criteria in the Indemnity Section.

b. Transfer of Lawsuit to Correct Party – If one party is incorrectly named in a lawsuit, that party shall take all necessary legal steps to transfer the lawsuit to the correct party.

c. Joint Lawsuits Involving Both Parties – If both AHG and the Purchaser are named, the parties will cooperate to determine responsibility. If one party is found to be incorrectly named, the responsible party must promptly seek the other's dismissal. If both bear responsibility, they must proceed as co-defendants in good faith.

d. Witness Conduct and Cooperation – A party excused from a lawsuit must act as a truthful, supportive witness and not sabotage the other party.

e. Lawsuits Post-Term Expiration – AHG Security Services will only engage in legal matters for up to two (2) years from the official expiration date of the service term. After that period, all liability transfers to the Purchaser, even if AHG is named in the lawsuit.

f. Policy Scope Within 2-Year Window – Lawsuits arising within two years of expiration will follow the Indemnity procedures as though AHG were still the vendor, provided the incident occurred during AHG's service period.

g. Prohibited Conduct – Purchasers may not misrepresent or manipulate facts to attribute liability to AHG for incidents involving a different vendor.

34. Dispute Resolution

a. Communication – Purchasers must attempt to resolve disputes first through direct communication with AHG representatives. If unresolved, disputes may be escalated to AHG management, and then to the President. The President's decision is final within AHG.

b. Mediation – If unresolved, disputes must proceed to mediation. AHG Security Services will cover the cost of mediation through the National Association of Certified Mediators. The mediator's decision is final and binding. Both AHG and Purchaser waive their rights to pursue disputes in New York State or Federal Court.

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35. Use of Force

AHG Security Guards are authorized to use force only when necessary and in accordance with New York State Penal Law Article 35 ("Defense of Justification"). This includes force used in self-defense, defense of others, and defense of property, as permitted by law.

a. Training & Compliance – All guards receive mandatory training on Article 35, with periodic refresher training. Supervisors monitor use-of-force incidents, which are documented and reviewed internally.

b. Purchaser Awareness – Purchasers should be aware that guards are active security professionals and may lawfully use force when required to protect persons or property.

c. Reference – See Attachment 1 for a summary of Article 35.

36. Insurance

At AHG Security Services, we prioritize the safety and protection of our clients, employees, and operations. To ensure peace of mind and maintain transparency, we provide the following overview of our current insurance coverage:

Standard Insurance Coverage

General Liability Insurance

AHG Security Services maintains a General Liability Insurance policy through El Dorado Insurance, which includes:

- General Aggregate Limit: \$2,000,000
- Each Occurrence Limit: \$1,000,000
- Errors & Omissions Liability Limit (El Dorado): \$1,000,000
- Medical Payments Limit: \$5,000

This policy covers bodily injury, property damage, personal and advertising injury, and professional liability in certain contexts.

Requests for Higher Insurance Limits

Purchasers who require higher limits may specify them through the website service selection system. Pricing is automatically adjusted to reflect the cost of securing the requested coverage.

Proof of Insurance

To begin a service term, AHG Security Services is only required to show proof of a valid insurance policy. Purchasers may call or request documentation verifying coverage.

AHG Security Services is not required to add purchasers as additional insureds, nor are purchasers required to add AHG Security Services to their own policies.

Rationale for Non-Additional Insured Policy

This approach avoids unintended liability transfer, keeps risk clearly allocated, aligns with indemnity provisions in these Terms & Conditions, and ensures cost efficiency. Each party remains responsible for its own risks and obligations, supported by appropriate insurance policies.

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Additional Coverage Considerations

Self-Insured Workers' Compensation & Disability

AHG Security Services is self-insured for workers' compensation and disability coverage for our security personnel. We maintain internal policies and procedures for reporting injuries and filing required forms, and we work directly with affected employees to ensure support and fair treatment. The cost associated with this self-insurance is factored into the final price of each cost proposal.

Commercial Auto Insurance Policy

AHG Security Services does not maintain ongoing commercial auto insurance but will obtain the necessary coverage whenever a purchaser requests mobile patrol services.

Policies are secured at state minimum limits by default; however, purchasers may request higher coverage amounts, with pricing automatically adjusted to reflect the additional premium.

Independent Contractor Vehicles for Mobile Patrols

In some cases, AHG Security Services may assign mobile patrol duties to independent contractors using their personal vehicles. These contractors sign indemnification agreements releasing the purchaser from liability for vehicle damage.

While business-use personal insurance is recommended, it is not required. If a contractor's vehicle causes damage during patrol, AHG Security Services will work with the purchaser to address repairs, with liability determined under the indemnity provisions of these Terms & Conditions.

Purchaser Responsibility for Property Conditions

Purchasers remain responsible for maintaining patrol areas in safe and serviceable condition.

Indemnification agreements with guards do not excuse failures such as potholes, broken pavement, obstructions, snow and ice, poor lighting, or other hazards. If unsafe property conditions cause vehicle damage or an accident during patrol, purchaser indemnification is nullified and the purchaser bears full liability for resulting damages, injuries, or losses.

Indemnification does not waive the purchaser's duty to maintain their property and proactively mitigate hazards.

37. Ownership of Produced Work (Incident Reports, Daily Logs, etc.)

This policy clarifies the ownership, confidentiality, and permitted use of records and written work generated by AHG Security Services in the performance of contracted services.

a. Ownership

All written or electronic materials produced by AHG Security Services personnel in the course of providing contracted services—including, but not limited to, Incident Reports, Daily Activity Logs, Post Orders, Patrol Logs, Dispatch Records, Training Records, or any derivative

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documentation (collectively, “Produced Work”)—remain the sole and exclusive property of AHG Security Services.

b. Purchaser Access

AHG Security Services shall furnish the Purchaser with copies of all Produced Work that directly relates to the services performed under the Purchaser’s contract. These copies are provided for the Purchaser’s internal, non-commercial use, including oversight, insurance, risk management, or compliance purposes.

c. Confidentiality & Redaction

Produced Work may contain sensitive or confidential information, including but not limited to:

Personal identifiers of AHG Security Services employees,

Proprietary security procedures or patrol methodologies,

Information relating to third parties not directly involved with the Purchaser.

AHG Security Services reserves the right to redact, withhold, or summarize such information before furnishing copies to the Purchaser, where disclosure would violate privacy rights, compromise security operations, or conflict with applicable law.

d. Limitations on Use

The Purchaser may not reproduce, alter, sell, distribute, or publicly disclose any Produced Work without the prior written consent of AHG Security Services, except as may be legally required by court order, subpoena, or regulatory authority.

e. Retention and Custody

AHG Security Services shall maintain the original versions of all Produced Work as part of its official records, in accordance with applicable law, industry standards, and internal recordkeeping policies. Originals may be retained for use in training, quality assurance, compliance audits, insurance matters, or in defense of claims involving AHG Security Services.

f. Legal Standing of Produced Work

Purchasers acknowledge that Produced Work constitutes business records of AHG Security Services and may be introduced as evidence in mediation, binding resolution procedures, or legal proceedings, where applicable. Furnishing copies to the Purchaser does not alter ownership, authorship, or custodial rights.

38. Liability Related to Ownership of Produced Work

This policy establishes that AHG Security Services’ ownership of all Produced Work, as defined in Section 42, shall not create, expand, or shift liability beyond what is expressly provided in this Agreement.

a. No Assumption of Liability

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While AHG Security Services retains exclusive ownership and custody of all Produced Work, such ownership shall not be construed as an admission of fault, negligence, or liability for the underlying events, actions, or omissions described therein. Responsibility for any act, omission, or incident referenced in the Produced Work shall rest with the individual(s) or entity(ies) directly involved, and not with AHG Security Services by virtue of record ownership.

b. Limitation of Liability

Produced Work is created as part of standard security operations for purposes of documentation, oversight, and compliance. AHG Security Services shall not be held liable for any third-party reliance on Produced Work, or for interpretations, conclusions, or uses of Produced Work beyond its intended purpose of recordkeeping and service documentation.

c. Purchaser Use of Produced Work

The Purchaser's receipt of copies of Produced Work (as outlined in Section 42) does not transfer liability to AHG Security Services for the Purchaser's chosen use, disclosure, or reliance on such records. The Purchaser assumes full responsibility for any consequences arising from their use of copies provided.

d. Legal Standing

Produced Work may be introduced as business records of AHG Security Services in mediation, binding resolution procedures, or legal proceedings. However, such admissibility does not expand AHG Security Services' liability beyond the scope set forth in these Terms & Conditions, nor does it assign responsibility for third-party conduct described in the records.

ARTICLE VII – POLICIES ON PROPERTY, EQUIPMENT & APPEARANCE

39. Uniform Style Selection Policy

AHG Security Services understands that the appearance of security personnel plays an important role in representing the purchaser's business environment. To support purchaser preferences while maintaining consistency, professionalism, and operational control, AHG Security Services provides purchasers with the option to select the general style of uniforms that will be worn by AHG Security Services personnel assigned to their site.

a. Uniform Style Options – Purchasers may choose one of the following uniform styles for all assigned security personnel: Traditional, Formal, Casual, or Covert.

b. Descriptions of each style, including visual details and rank distinctions, are outlined in Attachment 3.

c. Style Selection Parameters – Purchasers may select only the style category. AHG Security Services will assign specific uniform components based on the selected style and employee rank, in strict adherence to Attachment 3.

d. Temporary Uniform Use During Initial Phase – Services commence within two (2) weeks of cleared payment. Due to lead times, temporary uniforms may be issued initially, matching the selected style category until official uniforms arrive. Service commencement may not be delayed based on uniform arrival timelines.

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e. No Customization Clause – To maintain consistency, AHG Security Services will not accommodate custom or hybrid uniform requests (e.g., requesting white shirts with black pants under the Traditional style).

f. Rank-Specific Uniforms – Security personnel will wear the uniform corresponding to both the purchaser's selected style and the guard's rank.

40. Equipment, Technology, and Storage Responsibility Policy

To ensure operations run smoothly and efficiently, this policy defines purchaser responsibility for the provision, maintenance, and accessibility of storage space, equipment, hardware, and software necessary to support AHG personnel during the Service Term.

a. Purchaser Responsibility – Unless explicitly stated otherwise in the quote request form, Purchasers are responsible for providing and maintaining all storage space, equipment, hardware, and software required to carry out security operations. This includes all costs related to purchase, lease, rental, financing, maintenance, refurbishment, and replacement.

b. Examples of Purchaser-Provided Items – Communication systems (walkie talkies, call buttons); first aid & medical supplies (first aid kits, AEDs, Narcan); fire extinguishers; hazard control kits; crowd control equipment; lockers, safes, and vaults; office furniture and fixtures; IT and network systems (computers, printers, internet, logins); operational supplies (pens, paper, logbooks); PPE (gloves, masks, hard hats); and outdoor amenities (guard booths, gatehouses).

c. Damage Accountability – If an AHG employee intentionally damages purchaser-provided equipment or storage, AHG Security Services will assume responsibility for repair or replacement.

41. Key and Access Device Provision & Accountability Policy

This policy supplements the equipment responsibility section by defining purchaser obligations with respect to keys, key fobs, and access devices.

a. Purchaser Responsibilities – Purchasers must provide all keys, fobs, access cards, and similar devices required for AHG personnel to carry out duties. These must be functional and properly assigned prior to service commencement.

b. Full Keyring Sets (more than 5 keys) – Purchasers must provide enough complete sets for maximum staffing per shift, plus smaller “essential key” sets for each guard. These smaller sets are treated as part of the guard's uniform and are subject to AHG equipment return policies.

c. Minimal Keyring Sets (5 or fewer keys) – Purchasers may issue keys individually, with no shared keyrings transferred between shifts.

d. Damage, Loss, and Reimbursement –

i. If keys are lost by an AHG guard, AHG will reimburse the purchaser \$20 per lock replaced and \$10 per reissued key.

ii. Unintentional damage (not malicious) is the purchaser's responsibility, including lock changes and device reprogramming.

iii. Reimbursements from AHG, when applicable, are processed with payroll disbursements.

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e. Immediate Replacement Mandate – If keys are lost, the purchaser must immediately change locks and reissue access devices. AHG bears no liability for incidents if the purchaser fails to act same-day (barring emergencies).

f. Recordkeeping – AHG Security Services will maintain detailed logs of key issuance and returns, reconciled with purchaser records for accountability.

42. Workplace Safety & Utilities Responsibility Policy

This policy establishes purchaser obligations to maintain OSHA-compliant workplace health and safety conditions, and to provide necessary utilities at guard sites.

a. OSHA Compliance – Purchasers are solely responsible for maintaining OSHA-compliant conditions, including pest control, sanitation, hazard mitigation, and PPE (if required by site conditions).

b. Utility Provision – Purchasers must provide and cover costs for water, electricity, heating/cooling, emergency phone line, and waste disposal at guard sites.

c. Special Site Conditions – At construction sites, vacant buildings, outdoor environments, or underground spaces, purchasers must provide additional arrangements to ensure OSHA compliance, including portable sanitation units, temporary power or heating, shelter, mobile handwashing stations, and adequate lighting/communication.

d. Denial of Access – Purchasers may not deny AHG Security Guards access to these provisions, though they may request guards minimize use while maintaining job duties.

43. Parking Policy

Purchasers must provide free parking accommodations for AHG vehicles, security personnel, and administrative staff overseeing the account.

a. Purchaser-Managed Paid Parking – If the purchaser operates paid parking facilities, AHG personnel may not be charged. Purchasers must provide access credentials to ensure free entry and exit.

b. Third-Party or Landlord-Controlled Parking – Purchasers must negotiate with landlords or third parties to secure free parking. Proof must be provided at least 72 hours before service begins.

c. Municipal or City-Operated Parking – If only municipal parking is available, purchasers must secure and provide passes (if eligible) for AHG personnel.

d. Towing Liability – If an AHG vehicle or employee vehicle is towed from purchaser-controlled or landlord-controlled parking, the purchaser is fully responsible for recovery and costs.

e. Credential Management – AHG will maintain logs of all parking credentials issued, treated as company equipment. Credentials must be returned when employment or service ends.

ARTICLE VIII – ETHICAL CONDUCT & RELATIONSHIP MANAGEMENT

44. Mutual Respect Policy

AHG Security Services is committed to conducting all services and business relationships with

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professionalism, integrity, and respect. Mutual respect is a binding expectation in all interactions, communications, and contractual dealings.

It is strictly prohibited for either AHG Security Services or Purchasers to engage in disrespectful, hostile, or unprofessional behavior toward one another. This expectation applies equally to employees, supervisors, managers, and directors of both AHG and the Purchaser's organization.

Violations of this policy may be considered a breach of contract and may result in corrective action.

45. Mutual Respect Policy Sanctions & Enforcement Clause

This clause reinforces the importance of mutual respect by establishing sanctions for violations.

- a. Sanctions – Monetary fines are imposed for each violation:
 - First Violation: \$500 fine.
 - Subsequent Violations: The fine doubles with each additional violation (\$1,000, \$2,000, etc.).
- b. Payment Deadline – All fines must be paid within 14 calendar days of determination.
- c. Requirement of Proof – Credible proof is required, such as emails, text messages, recorded communications (where legally permissible), or written statements supported by evidence.
- d. Notification & Resolution – The offended party must notify the other and provide proof. An official meeting between representatives will be scheduled to review the incident and attempt resolution.
- e. Escalation to Court – If resolution is not reached, the offended party may file in state or federal court. Court jurisdiction is limited to determining whether a violation occurred and the applicable fine. Courts do not have jurisdiction over other Terms & Conditions provisions, which remain subject to mediation.
- f. Apology Requirement – In addition to fines, the violating party must issue a formal written apology to the directly affected individuals.
- g. Purpose – The intent is to resolve issues professionally, with legal escalation reserved only as a final measure.

46. Purchaser First Rights

AHG Security Services does not recognize or adopt a "First Rights" policy granting purchasers unilateral authority to demand removal of security staff. Personnel decisions remain the sole responsibility of AHG and are governed by internal procedures and labor law.

- a. Purchaser Concerns – If dissatisfied with an employee, the purchaser must state the reason. AHG will investigate and determine whether reassignment or removal is warranted.
- b. Removal Process – If removal is justified, AHG will manage the transition timeline.
- c. Corporate Employee Discontent – If the issue involves corporate AHG employees (non-guards), their internal duties continue but communication with the purchaser may be reassigned.

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d. Criminal Allegations – If concerns involve alleged criminal conduct:

- i. The purchaser must provide documented proof of the alleged offense.
- ii. The offense must qualify as a misdemeanor or felony under New York State Penal Law.
- iii. Upon verification, AHG will immediately remove the employee from the account.
- iv. AHG will not obstruct purchasers from pursuing charges or legal action against the employee.

47. Charitable Donations

AHG Security Services supports charitable contributions that align with its values and mission.

- a. Policy – It is prohibited for purchasers to require AHG to donate to specific charities or sponsor events as a condition of partnership.
- b. Suggestions – Purchasers may share charities or causes for consideration. All decisions to contribute are made solely at AHG Security Services' discretion.
- c. Contributions – Will only be made if consistent with AHG's values, ethics, and mission.

Attachment 1 - NYS Article 35 - Use of Force

1. 35.05 (Justification; generally) - force is justifiable and not criminal when:
 - a. (1) such conduct is required or authorized by law or by a judicial decree, or is performed by a public servant in the reasonable exercise of their official powers, duties or functions; or
 - b. (2) such conduct is necessary as an emergency measure to avoid an imminent public or private injury which is about to occur by reason of a situation occasioned or developed through no fault of the actor, and which is of such gravity that, according to ordinary standards of intelligence and morality, the desirability and urgency of avoiding such injury clearly outweigh the desirability of avoiding the injury sought to be prevented by the statute defining the offense in issue. The necessity and justifiability of such conduct may not rest upon considerations pertaining only to the morality and advisability of the statute, either in its general application or with respect to its application to a particular class of cases arising thereunder.
2. 35.10 (Justification; use of force generally) - the use of physical force upon another person which would otherwise constitute an offense is justifiable and not criminal under any of the following circumstances:
 - a. (1) a parent, guardian or other person entrusted with the care and supervision of a person under the age of twenty-one or an incompetent person, and a teacher or other person entrusted with the care and supervision of a person under the age of twenty-one for a special purpose, may use force, but not deadly physical force, upon such person when and to the extent that he reasonably believes it necessary to maintain discipline or to promote the welfare of such person.
 - b. (2) a warden or other authorized official of a jail, prison or correctional institution may, in order to maintain order and discipline, use such physical force as authorized by the correctional law.
 - c. (3) a person responsible for the maintenance of order in a common carrier of passengers, or a person acting under his direction, may use physical force when and to the extent that he reasonably believes it necessary to maintain order, but he may use deadly physical force only when he reasonably believes it necessary to prevent death or serious physical injury.
 - d. (4) a person acting under a reasonable belief that another person is about commit suicide or to inflict serious physical injury upon himself may use physical force upon such person to the extent that he reasonably believes it necessary to thwart such result.
 - e. (5) a duly licensed physician, or a person acting under a physician's direction, may use physical force for the purpose of administering a recognized form of treatment which he or she reasonably believes to be adapted to promoting the physical or mental health of the patient if (a) the treatment is administered with the consent of the patient or, if the patient is under the age of eighteen years or an incompetent person, with the consent of the parent, guardian or other person entrusted with the patient's care and supervision, or (b) the treatment is administered in an emergency when the physician reasonably believes that no

Attachment 1 - NYS Article 35 - Use of Force

one competent to consent can be consulted and that a reasonable person, wishing to safeguard the welfare of the patient, would consent.

- f. (6) a person may, pursuant to the ensuing provisions of this article, use physical force upon another person in self-defense or defense of a third person, or in defense of premises, or in order to prevent larceny of or criminal mischief to property, or in order to effect an arrest or prevent escape from custody. Whenever a person is authorized by any such provision to use deadly physical force in any given circumstance, nothing contained in any other such provision may be deemed to negate or qualify such authorization..
- 3. 35.15 (Justification; use of physical force in defense of a person)
 - a. (1) a person may, subject to the provisions of subdivision two, use physical force upon another person when and to the extent he or she reasonably believes such to be necessary to defend himself, herself or a third person from what he or she reasonably believes to be the use or imminent use of unlawful physical force by such other person unless:
 - i. The latter's conduct was provoked by the actor with intent to cause physical injury to another person; or
 - ii. The actor was the initial aggressor; except that in such case the use of physical force is nevertheless justifiable if the actor has withdrawn from the encounter and effectively communicated such withdrawal to such other person but the latter persists in continuing the incident by the use or threatened imminent use of unlawful physical force; or
 - iii. The physical force involved is the product of a combat by agreement not specifically authorized by law
 - b. (2) a person may not use deadly physical force upon another person under circumstances specified in subdivision one unless:
 - i. The actor reasonably reasonably believes that such other person is using or about to use deadly physical force. Even in such case, however, the actor may not use deadly physical force if he or she knows that with complete personal safety, to oneself and others he or she may avoid the necessity of doing so by retreating; except that the actor is under no duty to retreat if he or she is:
 - 1. In his or her dwelling and not the initial aggressor; or
 - 2. A police officer or peace officer or a person assisting a police officer or a peace officer at the latter's direction, acting pursuant to section 35.30; or
 - ii. He or she reasonably believes that such other person is committing or attempting to commit a kidnapping, forcible rape, forcible aggravated sexual abuse, a crime formerly defined in section 130.50 of this chapter by force, or robbery; or
 - iii. He or she reasonably believes that such other person is committing or attempting to commit a burglary, and the circumstances are such that the use of deadly physical force is authorized by subdivision three of section 35.20

Attachment 1 - NYS Article 35 - Use of Force

4. 35.20 (Justification; use of physical force in defense of premises and in defense of a person in the course of burglary)
 - a. (1) any person may use physical force upon another person when he or she reasonably believes such to be necessary to prevent or terminate what he or she reasonably believes to be the commission or attempted commission by such other person of a crime involving damage to premises. Such person may use any degree of physical force, other than deadly physical force, which he or she reasonably believes to be necessary for such purpose, and may use deadly physical force if he or she reasonably believes such to be necessary to prevent or terminate the commission or attempted commission of arson.
 - b. (2) a person in possession or control of any premises, or a person licensed or privileged to be thereon or therein, may use physical force upon another person when he or she reasonably believes such to be necessary to prevent or terminate what he or she reasonably believes to be the commission or attempted commission by such other person of a criminal trespass upon such premises. Such person may use any degree of physical force, other than deadly physical force, which he or she reasonably believes to be necessary for such purpose, and may use deadly physical force in order to prevent or terminate the commission or attempted commission of arson, as prescribed in subdivision one, or in the course of a burglary or attempted burglary, as prescribed in subdivision three.
 - c. (3) a person in possession or control of, or licensed or privileged to be in, a dwelling or an occupied building, who reasonably believes that another person is committing or attempting to commit a burglary of such dwelling or building, may use deadly physical force upon such other person when he or she reasonably believes such to be necessary to prevent or terminate the commission or attempted commission of such burglary.
 - d. (4) as used in this section the following terms have the following meanings:
 - i. The terms “premises”, “building” and “dwelling” have the meanings prescribed in section 140.00;
 - ii. Person’s “licensed or privileged” to be in buildings or upon other premises include, but aren’t limited to:
 1. Police officers or peace officers acting in the performance of their duties; and
 2. Security personnel or employees of nuclear powered electric generating facilities located within the state who are employed as part of any security plan approved by the federal operating license agencies acting in the performance of their duties at such generating facilities. For purposes of this subparagraph, the term “nuclear powered electric generating facility” shall mean a facility that generates electricity using nuclear power for sale, directly or indirectly, to the public, including the land upon which the facility is located and the safety and security zones as defined under federal regulations.

Attachment 1 - NYS Article 35 - Use of Force

5. 35.25 (Justification; use of physical force to prevent or terminate larceny or criminal mischief) - a person may use physical force, other than deadly physical force, upon another person when and to the extent that he or she reasonably believes such to be necessary to prevent or terminate what he or she reasonably believes to be the commission or attempted commission by such other person of larceny or of criminal mischief with respect to property other than premises.
6. 37.27 (Justification; use of physical force in resisting arrest prohibited) - a person may not use physical force to resist an arrest, whether authorized or unauthorized, which is being effected or attempted by a police officer or peace officer when it would reasonably appear that the latter is a police officer or peace officer.
7. 35.30 (Justification; use of physical force in making an arrest or preventing an escape)
 - a. (1) A police officer or a peace officer, in the course of effecting or attempting to effect an arrest, or of preventing or attempting to prevent the escape from custody, of a person whom he or she reasonably believes to have committed an offense, may use physical force when and to the extent he or she reasonably believes such to be necessary to effect the arrest, or to prevent the escape from custody, or in self-defense or to defend a third person from what he or she reasonably believes to be the use or imminent use of physical force; except that deadly physical force may be used for such purposes only when he or she reasonably believes that:
 - i. The offense committed by such person was:
 1. A felony or an attempt to commit a felony involving the use or attempted use or threatened imminent use of physical force against a person; or
 2. Kidnapping, arson, escape in the first degree, burglary in the first degree or any attempt to commit such a crime; or
 - ii. The offense committed or attempted by such person was a felony and that, in the course of resisting arrest therefor or attempting to escape from custody, such person is armed with a firearm or deadly weapon; or
 - iii. Regardless of the particular offense which is the subject of the arrest or attempted escape, the use of deadly physical force is necessary to defend the police officer or peace officer or another person from what the officer reasonably believes to be the use or imminent use of deadly physical force.
 - b. (2) The fact that a police officer or a peace officer is justified in using deadly physical force under circumstances prescribed in paragraphs (a) and (b) of subdivision one does not constitute justification for reckless conduct by such police officer or peace officer amounting to an offense against or with respect to innocent persons whom he or she is not seeking to arrest or retain in custody.
 - c. (3) A person who has been directed by a police officer or a peace officer to assist such police officer or peace officer to effect an arrest or to prevent an escape from custody may use physical force, other than deadly physical force, when and to the extent that he or she reasonably believes such to be necessary to carry out such police officer's or peace officer's direction, unless he or she knows that

Attachment 1 - NYS Article 35 - Use of Force

the arrest or perspective arrest is not or was not authorized and may use deadly physical force under such circumstances when:

- i. He or she reasonably believes such to be necessary for self-defense or to defend a third person from he or she reasonably believes to be the use or imminent use of deadly physical force; or
 - ii. He or she is directed or authorized by such police officer or peace officer to use deadly physical force unless he or she knows that the police officer or peace officer is not authorized to use deadly physical force under the circumstances.
- d. (4) A private person acting on his or her own account may use physical force, other than deadly physical force, upon another person when and to the extent that he or she reasonably believes such to be necessary to effect an arrest or to prevent the escape from custody of a person whom he or she reasonably believes to have committed an offense and who in fact has committed such offense; and may use deadly physical force for such purpose when he or she reasonably believes such to be necessary to:
 - i. Defend himself, herself or a third person from what he or she reasonably believes to be the use or imminent use of deadly physical force; or
 - ii. Effect the arrest of a person who has committed murder, manslaughter in the first degree, robbery, forcible rape or forcible criminal sexual act and who is in immediate flight therefrom.
- e. (5) A guard, police officer or peace officer who is charged with the duty of guarding prisoners in a detention facility, as that term is defined in section 205.00, or while in transit to or from a detention facility, may use physical force when and to the extent that he or she reasonably believes such to be necessary to prevent the escape of a prisoner from a detention facility or from custody while in transit thereto or therefrom.

Attachment 2- Indemnity Scenarios by Property Type and Situation

1. General Examples of Indemnification Scenarios

Scenario	Outcome
Theft of unattended delivery where guards are not responsible for deliveries	No Indemnity
Access control failure by guard assigned to monitor entry	Indemnified
Assault in parking lot not patrolled or assigned to guard	No Indemnity
Fire alarm failure and guard fails to notify authorities	Indemnified (if guard had responsibility)
Slip on wet floor where guard failed to place caution cone	Indemnified
Harassment witnessed by guard not required to intervene	No Indemnity
Vandalism after hours , no overnight guard contracted	No Indemnity
Tailgating breach , guard distracted at access post	Conditional – Indemnified if failure in duty occurred
Medical emergency , guard performs CPR improperly	No Indemnity (outside scope of responsibilities)

2. Property Specific Scenarios

a. Residential Building

- i. **Unauthorized visitor assaults a resident after guard buzzes them in without checking credentials.**
 1. **Indemnified** – If guard's role included visitor screening and they failed to follow protocol.
- ii. **Fire in tenant's apartment while guard is stationed in lobby and not responsible for interior patrols.**
 1. **No Indemnity** – Guard not assigned to interior fire prevention or detection.
- iii. **Resident trips over broken tile in hallway; guard is not responsible for hazard detection.**
 1. **No Indemnity** – Maintenance responsibilities are explicitly excluded.

Attachment 2- Indemnity Scenarios by Property Type and Situation

- b. Commercial Office Tower
 - i. **A client employee is mugged in parking garage during contracted patrol hours. Guard was away from assigned route.**
 - 1. **Indemnified** – If the guard was expected to patrol and failed to follow schedule.
 - ii. **Employee reports suspicious person; guard fails to respond or log report. Later, a theft occurs.**
 - 1. **Indemnified** – Due to failure to respond to security concern within scope of responsibility.
 - iii. **Client claims damage to HVAC unit; guard was assigned to log vendors but not to inspect or supervise them.**
 - 1. **No Indemnity** – HVAC oversight is excluded from scope of duties.
- c. Retail Store
 - i. **Shoplifter escapes; guard stationed by door fails to stop them despite clear responsibility.**
 - 1. **Indemnified** – Loss directly results from failure to act on assigned duty.
 - ii. **Guard greets shoppers and provides customer service, not loss prevention. Theft occurs.**
 - 1. **No Indemnity** – Duties do not include monitoring merchandise or preventing theft.
 - iii. **Guard assists with moving boxes and injures a staff member.**
 - 1. **No Indemnity** – Manual labor and physical assistance are prohibited.
- d. Warehouse/Distribution Facility
 - i. **Guard responsible for logging inbound trucks fails to deny unauthorized vehicle. Cargo is stolen.**
 - 1. **Indemnified** – Failure in access control duties.
 - ii. **Forklift accident occurs inside the facility. Guard is posted at exterior gate only.**
 - 1. **No Indemnity** – Incident occurred beyond the scope and location of duties.
- e. Hotel Property
 - i. **Guest reports suspicious individual loitering near elevators. Guard assigned to patrol ignores report. That individual later enters a guest room unlawfully.**
 - 1. **Indemnified** – The guard failed to respond to a direct report of suspicious activity, falling within their patrol duties.
 - ii. **Guest slips on spilled drink in lobby. The guard was not assigned to monitor floor hazards, nor was aware of the spill.**
 - 1. **No Indemnity** – Indemnification only applies if guarding duties included hazard monitoring, the guard was aware, and failed to act.

Attachment 2- Indemnity Scenarios by Property Type and Situation

- iii. **Security guard assigned to access control allows a non-registered guest into guest-only areas without verification. That person steals property.**
 - 1. **Indemnified** – Failure in access control procedure within the guard's defined role.
- iv. **Guest has a medical emergency in hallway. Guard calls 911 and remains nearby, but does not administer aid. Family complains guard did not perform CPR.**
 - 1. **No Indemnity** – Security guards are not trained medical personnel. Indemnification does not apply.
- v. **Housekeeping complains that the guard refused to help move heavy items or clean a spill.**
 - 1. **No Indemnity & Guard acted appropriately** – Maintenance and housekeeping duties are explicitly excluded from AHG Security Service's guard responsibilities.
- f. **Mall Property**
 - i. **A shoplifter runs from a store while a security guard is posted at the main mall entrance but is not assigned to pursue or detain suspects. Store demands indemnification for losses.**
 - 1. **No Indemnity** – The guard's role does not include store-specific theft prevention or suspect pursuit. Loss is unrelated to assigned duties.
 - ii. **A child is reported missing, and the guard fails to initiate the mall's lost child protocol despite receiving a report. Child is later found, but the delay causes significant distress.**
 - 1. **Indemnified** – If the lost child protocol was within the guard's post orders and they failed to act, indemnity would apply for consequences directly tied to that failure.
 - iii. **Mall food court has a spill; the guard walks past and does not place a caution sign. Minutes later, a patron slips and falls.**
 - 1. **Indemnified** – If spill response and hazard notification (e.g., placing caution signs) are within the guard's duties, and the guard was aware and failed to act.
 - iv. **Security guard is stationed in a central kiosk. A physical altercation breaks out in a corridor while the guard is handling a radio check and not monitoring the area visually.**
 - 1. **No Indemnity** – If the incident occurred outside the guard's immediate zone or while they were executing other duties per protocol, indemnity may not apply—unless negligence can be demonstrated.
 - v. **A mall tenant complains that the guard refused to assist with unloading merchandise.**

Attachment 2- Indemnity Scenarios by Property Type and Situation

1. **No Indemnity & Guard acted appropriately** – Physical labor and assistance with retail operations are not part of the guard's responsibilities.
- vi. **A customer complains that a panhandler was loitering at the entrance and the guard did not intervene. The panhandler later follows the customer into a store and causes a scene.**
 1. **Indemnified** – If the guard's duties included monitoring entrances and addressing unauthorized loitering, and they failed to intervene, the client may be indemnified.
- vii. **A car is broken into in the parking lot. No security guard was posted outside, and patrols were not included in the client's contract.**
 1. **No Indemnity** – The parking lot was outside of contracted coverage and responsibilities.
- g. Shopping Centers
 - i. Guard assigned to patrol parking lot fails to respond to report of car break-in; it was within patrol hours and zone – Indemnified
 - ii. Guard posted at main entrance fails to notice or intervene during physical altercation nearby; not assigned to that area – No Indemnity
 - iii. Guard responsible for watching cameras does not report group of teens vandalizing property – Indemnified
 - iv. Guard on passive presence duty is blamed for shoplifting incident – No Indemnity
 - v. Guard engages in prohibited maintenance task during shift and misses a theft incident – No Indemnity
- h. Nursing Homes & Medical Facilities
 - i. Guard assigned to monitor access fails to stop an unauthorized visitor who later assaults a resident – Indemnified
 - ii. Guard witnesses a resident fall but was not assigned to patient monitoring and unaware of the hazard – No Indemnity
 - iii. Guard responsible for logging visitors allows entry without checking ID, leading to theft – Indemnified
 - iv. Guard is asked to help reposition a patient and injury occurs – No Indemnity
 - v. Guard on overnight duty fails to report fire alarm panel issue that they are responsible for monitoring – Indemnified
 - vi. Guard observes a medical emergency and does not provide CPR – No Indemnity
- i. Educational Institutions
 - i. Guard responsible for access control allows unauthorized adult onto campus, leading to classroom disruption – Indemnified
 - ii. Guard posted at school gate during contracted hours leaves post without authorization and student wanders off – Indemnified
 - iii. Guard witnesses bullying during patrol but is not assigned to intervene in non-physical incidents – No Indemnity

Attachment 2- Indemnity Scenarios by Property Type and Situation

- iv. Guard performs unauthorized task (e.g., helping clean a spill in hallway) and misses a fight between students – No Indemnity
- v. Guard responsible for monitoring a hallway ignores alarm indicating exterior door breach – Indemnified
- vi. Guard is stationed at front desk as a presence-only post when a theft occurs in locker area – No Indemnity
- j. Corporate Loss Prevention - In these scenarios, the security guard is working **undercover** as a stock team member. The guard is an AHG Security Services employee embedded in the client's operations to detect internal theft, shrinkage, or misconduct by actual stock team employees.
 - i. **The undercover guard observes a fellow stock team member stealing merchandise but does not document it or report the behavior.**
 - 1. **Indemnified** – The guard was in place for loss prevention and failed to perform a core responsibility (reporting observed theft).
 - ii. **The guard notices irregularities in inventory counts consistent with internal theft but dismisses them as clerical errors and doesn't alert the client or AHG Security Services.**
 - 1. **Indemnified** – This is a failure to act on loss indicators within the guard's defined case building role.
 - iii. **The guard successfully identifies the internal theft operation and reports it to the client, but the client delays acting on the information and loss continues.**
 - 1. **No Indemnity** – The guard performed their duties correctly; the continuation of loss is due to the client's inaction.
 - iv. **The guard, while undercover, confronts a suspected employee directly and breaks cover, resulting in a physical altercation.**
 - 1. **Indemnified (conditionally)** – If the guard was not trained or authorized to confront employees and did so against post orders, indemnity might be limited. If the client approved confrontation protocols, indemnity applies.
 - v. **The guard attempts to multitask by helping unload a truck and injures another employee. This task was not a primary part of the loss prevention assignment.**
 - 1. **No Indemnity** – Although the guard kept his cover by performing duties required by his undercover role, the service that's being paid for is still a security service. The physical labor is not within the scope of the main service being paid for, the purchaser's business would be responsible for that incident since the security guard was performing duties to remain undercover at the time.
 - vi. **The undercover guard witnesses inappropriate behavior (e.g., harassment or policy violations) not related to theft and does not intervene or report it.**

Attachment 2- Indemnity Scenarios by Property Type and Situation

1. **No Indemnity** – Unless the inappropriate behavior posed a safety threat directly tied to the scope of loss prevention or security duties, this would fall outside the contracted role.
- vii. **The guard correctly documents theft and policy breaches and sends reports to AHG Security Services and the purchaser. The client later denies receiving them and seeks indemnity for losses.**
 1. **No Indemnity** – The guard fulfilled their responsibilities; indemnity would not apply due to client-side issues or miscommunication.
- k. **Surveillance Services (Insurance Case Surveillance)** - In these scenarios, the security guard is contracted to perform **covert surveillance** as part of an **insurance case**, such as validating or disproving a workers' compensation claim. The guard's role is case building, involving visual observation, video/photo documentation, report writing, and time tracking. Surveillance may be stationary or mobile. No direct engagement or confrontation is allowed unless explicitly contracted.
 - i. **The guard is assigned to surveil a claimant allegedly recovering from a back injury. The guard observes the individual loading boxes into a van for a side job but fails to record video or take photos, claiming the phone battery died.**
 1. **Indemnified** – The surveillance assignment included capturing visual documentation, and the failure to do so due to poor equipment readiness reflects a failure to act within assigned duties.
 - ii. **The guard records footage of a claimant jogging, but forgets to timestamp the video or log times and locations. As a result, the footage is ruled inadmissible in court.**
 1. **Indemnified** – Proper documentation is a core duty in surveillance work. The guard's failure to follow procedure directly undermined the investigation.
 - iii. **The guard is instructed only to monitor and report, but instead confronts the subject, blowing their cover and ending the surveillance prematurely.**
 1. **Indemnified** – Confrontation was not part of the guard's scope of responsibility. By violating that scope, the guard caused the failure of the assignment.
 - iv. **The guard maintains proper distance, follows protocol, and gathers video of the claimant working at another job. The client is unhappy that the surveillance didn't result in an arrest or confrontation.**
 1. **Not Indemnified** – The guard fulfilled their contracted responsibilities. The absence of further action (e.g., police involvement) falls outside the guard's role and does not trigger indemnity.

Attachment 2- Indemnity Scenarios by Property Type and Situation

- v. **The guard is scheduled for 6 AM to 2 PM surveillance. The subject is active at 5 PM, but no guard is assigned during that time. The client requests indemnification for missing the activity.**
 - 1. **Not Indemnified** – Surveillance was not contracted during the hours the activity occurred. No indemnity is granted outside contracted hours.
- vi. **The guard loses sight of the subject during mobile surveillance and does not attempt to re-establish visual contact or inform the client until the end of the shift.**
 - 1. **Indemnified** – Guard was expected to notify the client in real time and make reasonable attempts to continue surveillance. The failure constitutes a lapse in duty.
- vii. **While watching the claimant, the guard spends time helping a neighbor with their car, missing 15 minutes of potential observation. Theft or fraud is suspected to have occurred during that gap.**
 - 1. **Not Indemnified** – Assisting with personal or third-party matters is a prohibited activity. Engaging in unrelated tasks invalidates the coverage.
- viii. **The guard sees the claimant shopping and walking with ease, but assumes it's not significant and omits it from the final report.**
 - 1. **Indemnified** – Selectively excluding relevant surveillance findings breaches the guard's responsibility to provide a complete and objective report.
- I. Airport/Transit Hub
 - i. Examples Where Indemnity *May Apply*:
 - 1. Unauthorized Access Due to Guard Negligence - A security guard assigned to access control at a restricted terminal gate fails to verify credentials, allowing unauthorized entry.
 - a. Conditions Met: The guard was present during contracted hours; Active duty (access control); The guard failed in executing assigned duties.
 - b. **Indemnity: May apply**, especially if AHG Security Services set the access protocol.
 - 2. Slip and Fall Near Security Checkpoint - A wet floor warning sign was not placed, despite a visible spill near a checkpoint. The guard was assigned to monitor that area.
 - a. Conditions Met: Guard had responsibility over the area. Hazard was visible and known. Guard failed to take action.
 - b. **Indemnity: May apply**, if the guard's post orders included hazard notification duties.
 - 3. Surveillance Failure in Baggage Claim Area - A theft occurs in an area under live camera surveillance monitored by AHG Security Guards. The guard was distracted or missed the act.

Attachment 2- Indemnity Scenarios by Property Type and Situation

- a. Conditions Met: Active role (surveillance). Contracted time. Surveillance was within the guard's duties.
 - b. **Indemnity: May apply**, if AHG Security Services designed the surveillance protocol and the failure is due to their oversight.
- ii. Examples Where Indemnity *Would Not Apply*:
1. Incident Occurs Outside Contracted Hours - A vandalism incident happens late at night, but guards are only contracted until 9 PM. **Indemnity: Does not apply**, since the event was outside of covered hours.
 2. Policy Set by Purchaser, Guard Followed It Exactly - A Purchaser insists on minimal pat-downs at a checkpoint. A prohibited item is missed, resulting in a security incident. **Indemnity: Does not apply**, as the Purchaser controlled the policy, and the guard followed it as trained.
 3. Guard Asked to Perform Non-Security Task - A terminal supervisor asks a guard to help move luggage, during which a bag is damaged. **Indemnity: Does not apply**, as physical labor is an **excluded duty**.
 4. Passive Role Only - A uniformed security presence near the shuttle stop does not intervene in a theft, as their only duty is visibility. **Indemnity: Does not apply**, as passive roles do not qualify for coverage.

AHG Security Services - Attachment 3 - Uniform Styles by Rank



Patch Style 1 - Entry Level & Green Style AHG Security

Patch mentioned under uniforms section of terms & conditions.



Patch Style 2 - Security Coordinator & Red Style AHG

Security Patch mentioned under uniforms section of terms & conditions.



Patch Style 3 - Rank above security coordinator &

Gold-Navy Style AHG Security Patch mentioned under uniforms section of terms & conditions.

AHG Security Services - Attachment 3 - Uniform Styles by Rank

1. Uniforms - This policy informs Purchasers of the official uniform standards for AHG Security Services personnel. Uniforms are assigned by rank and setting (traditional, formal, casual, or covert), and are intended to promote professionalism, authority, role recognition, and situational appropriateness.
 - a. Traditional Security Uniform (Field Operations)
 - i. Base Uniform – Security Guard (Entry-Level Rank):
 1. Shirt: Navy, long or short sleeve depending on season.
 2. Pants: Grey with navy stripe.
 3. Outerwear: Navy 3-season security jacket.
 4. Headgear: Navy baseball-style cap with “AHG Security Services” in white lettering.
 5. Accessories: Black belt and black shoes.
 6. Patches: Green AHG Security patches on both sleeves.
 7. Badge: Silver, worn on the left chest of the outermost garment.Format:
 - a. Top line: AHG Security
 - b. Second line: Employee Name
 - c. Third line: Rank
 - d. Bottom line: Badge Number
 - ii. Security Coordinator (Next Rank Up): - Same uniform as base guard, but with red stripe and red patches.
 - iii. Next Rank Above Coordinator: Same uniform with gold stripe and navy-gold patches.
 - iv. Tan Shirt Rank:
 1. Shirt: Tan.
 2. Pants: Grey with tan stripe.
 3. Jacket/Cap: Brown baseball-style cap with “AHG Security Services” in white lettering.
 4. Patches: Green style.
 5. Badge: Silver badge with same design and placement as Security Guard rank.
 - v. White Shirt Rank:
 1. Shirt: White.
 2. Pants: Grey with white stripe.
 3. Jacket/Cap: Black.
 4. Headgear: Black baseball-style cap with “AHG Security Services” in white lettering.
 5. Patches: Green style.
 6. Badge: Silver badge, identical in design and placement to Security Guard rank.
 - vi. Ranks Above White Shirt: Transition to business attire (see section C or D.7-8).
 - b. Business/Formal (Suit & Tie) Uniforms - Worn in VIP, executive, or professional business environments.

AHG Security Services - Attachment 3 - Uniform Styles by Rank

- i. Entry-Level: Navy suit, white shirt, green-logo tie, green sleeve patches, photo ID card only.
- ii. Security Coordinator (Suit Rank): Navy suit, white shirt, red-logo tie, red sleeve patches.
- iii. Gold Rank: Navy suit, white shirt, gold-logo tie, navy-gold patches.
- iv. Grey Suit Track:
 - 1. Green Patch: Grey suit, white shirt, green-logo tie, green sleeve patches.
 - 2. Red Patch: Grey suit, white shirt, red-logo tie, red sleeve patches.
 - 3. Gold Patch: Grey suit, white shirt, gold-logo tie, navy-gold patches.
- c. Executive Levels Above: Plain business attire, no patches or branded elements.
- d. Casual Polo Uniforms - For settings where a professional but less formal appearance is appropriate.
 - i. Navy Polo Track (No Security Lettering)
 - 1. Security Guard: Navy polo (long/short sleeve), navy pants, green AHG patches.
 - 2. Security Coordinator: Navy polo, navy pants, red AHG patches.
 - 3. Next Rank Up: Navy polo, navy pants, blue-gold AHG patches.
 - 4. White Polo Rank – Green Patch: White polo, navy pants, green AHG patches.
 - 5. White Polo Rank – Red Patch: White polo, navy pants, red AHG patches.
 - 6. White Polo Rank – Gold Patch: White polo, navy pants, blue-gold AHG patches.
 - 7. Ranks Above White Polo: Non-uniform polo with dress pants and AHG Security Services name tag.
 - 8. Name Tags & Identification: All ranks in the polo track wear name tags visibly.
 - ii. Security Lettering Polo Track (Black/White Polos)
 - 1. Security Guard: Black polo with white "SECURITY" lettering, green AHG patch, black pants.
 - 2. Security Coordinator: Black polo with white lettering, red AHG patch, black pants.
 - 3. Next Rank Up: Black polo, gold AHG patch, black pants.
 - 4. White Polo Rank – Green Patch: White polo with black "SECURITY" lettering, green AHG patch, black pants.
 - 5. White Polo Rank – Red Patch: White polo with black lettering, red AHG patch, black pants.
 - 6. White Polo Rank – Gold Patch: White polo with black lettering, gold AHG patch, black pants.
 - 7. Ranks Above: Non-uniform style polo shirts, black or dress pants, and AHG name tag.
 - 8. Name Tags & Identification: All ranks must wear name tags.

AHG Security Services - Attachment 3 - Uniform Styles by Rank

- e. Outerwear Options - Authorized for navy, white, and black polo uniform styles:
 - i. 3-Season Security Jacket
 - ii. Fleece Pullover
 - iii. All outerwear must have corresponding AHG Security patches sewn on both sleeves.
- f. Undercover / Plainclothes Security Uniform - Designed for loss prevention, covert surveillance, or non-visible security operations. Clothing Requirements:
 - i. Shirt: Plain, non-uniform polo shirt.
 - ii. Pants: Jeans or cargo pants (no sagging, no rips).
 - iii. Shoes: Sneakers or non-slip work shoes only (no sandals/open-toe footwear).
 - iv. Identification: AHG Security photo ID card on a breakaway lanyard. ID card is to be worn only when stopping a shoplifter or when necessary for duty-related identification.
- g. General Uniform Standards & Presentation
 - i. All uniforms must be clean, properly fitted, pressed, and rank-appropriate.
 - ii. No unauthorized alterations or substitutions are permitted without AHG Management approval.
 - iii. Badges or photo IDs must be displayed on the outermost garment, per assigned attire.
 - iv. Uniform compliance is mandatory for all shifts and locations unless specific permission is granted.

Attachment 4 - Summary Table

Summary Table

Term	Created By	Editable by Purchaser	Becomes Binding When	Purpose
Attachment	AHG Security Services	No	Purchaser signs Acknowledgment Form	Expands on key topics in the main document without lengthening it
Addendum	AHG & Purchaser	Yes	Signed by both AHG & Purchaser	Addresses site-specific or custom needs; cannot override core policies