



AHG SECURITY SERVICES

Terms & Conditions - Master Reference Document

Version: 2025.1

Effective Date: April 14, 2025

Total Sections: 8 Main Categories / 44 Subsections

Prepared By: AHG Security Services - Compliance & Policy Division

Contact: anthony@ahgsecurity.services | www.ahgsecurity.services

Table of Contents Overview

A. Introduction & Foundational Principles

1. Purpose
2. Definitions
3. Use of AHG Security Services Terms & Conditions
4. Definitions & Procedures for Attachments & Addendums
5. Amendments to Terms & Conditions

B. Organizational Structure & Engagement Rules

6. Rank Structure
7. Conflict of Interest - Prior Business Engagements with OneService Security Services, Inc.
8. Contractor Status
9. Mutual Hiring Policy
10. Transition & Employment Policy

C. Service Availability, Scope & Operational Management

11. Scope
12. Service Availability Outside of New York State
13. Licensing & Scope of Services
14. Mandated Account Management
15. Optional Services Available Upon Request or Operational Necessity
16. Patrol Vehicle Type
17. Armed Guard Escalation & Pricing Adjustment Policy

D. Scheduling, Hours & Staffing Adjustments

18. Base Hours
19. Banked Hours
20. Policy on Term-Length Expirations and Banked Hours Usage
21. Reduction of Hours
22. Restored Security Hours
23. Increased Security Hours
24. Minor Hours Modifications

E. Financial Terms, Payments & Refunds

25. Purchaser Payment Policy
26. Refunds, Credits & Price Adjustments
27. Service Term Commitment
28. Split Service Post Coverage & Reimbursement Policy
29. Prevailing Wage Exemption Policy
30. Overtime Hours Exemption Policy

F. Legal, Liability & Dispute Resolution

31. Indemnity
32. Addendums and Indemnity in Terms & Conditions
33. Lawsuit Accountability & Indemnity Resolution Policy
34. Dispute Resolution
35. Use of Force
36. Insurance

G. Policies on Property, Equipment & Appearance

37. Uniform Style Selection Policy
38. Equipment, Technology, and Storage Responsibility Policy
39. Key and Access Device Provision & Accountability Policy
40. Workplace Safety & Utilities Responsibility Policy
41. Parking Policy

H. Ethical Conduct & Relationship Management

42. Mutual Respect Policy
43. Mutual Respect Policy Sanctions and Enforcement Clause
44. Purchaser First Rights
45. Charitable Donations

Disclaimer:

These Terms & Conditions represent the standard service framework under which AHG Security Services provides professional security services. They apply uniformly to all purchasers in lieu of a negotiated contract and are designed to maintain transparency, legal compliance, and operational consistency. Any purchaser engaging AHG Security Services is deemed to have acknowledged and accepted the full Terms & Conditions outlined in this master document.

AHG Security Services - Terms & Conditions

A. 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. 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, sign of on, and fully paid for (**see payment section for more details**).
 - 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. Use of AHG Security Services Terms & Conditions - This policy outlines AHG Security Services' contractual framework and clarifies that service agreements are governed exclusively by AHG Security Services' Terms & Conditions Document. AHG Security Services does **not sign external purchaser contracts**. Instead, all services are governed by AHG Security Services' proprietary **Terms & Conditions Document**, which serves as the official and binding framework of how services are structured, delivered, and maintained. The Terms & Conditions are modeled similarly to those used in industries, e.g.: when a company purchases an insurance policy, it receives and operates under the insurance provider's predefined terms and conditions, without negotiating their content. The same principle applies to AHG Security Services.
 - a. Key Points
 - i. Non-Negotiable Terms - The Terms & Conditions provided by AHG Security Services are **standardized and non-negotiable**. They are carefully structured to ensure consistent service delivery, risk management, and operational integrity across all client accounts.

- ii. Defined Service Framework - The Terms & Conditions Document clearly defines:
 - 1. Service structure
 - 2. Scope and limitations
 - 3. Payment terms
 - 4. Liability and responsibility
 - 5. Operational protocols: This ensures transparency and alignment between both parties from the outset.
 - iii. Purchaser Expectations - By requesting services from AHG Security Services and proceeding with a cost proposal, purchasers agree to operate under AHG Security Services' Terms & Conditions. Purchasers are **not required to provide or submit their own contract**, as it will not be signed or considered part of the binding agreement.
 - iv. Scope of Use - This policy applies to all prospective and existing purchasers of AHG Security Services.
 - v. Exceptions - No exceptions to this policy are permitted. Any inquiries regarding the Terms & Conditions Document may be directed to the President of AHG Security Services.
4. Definitions & Procedures for Attachments & Addendums - This policy defines the roles, use, structure, and approval process of Attachments and Addendums within AHG Security Services' Terms & Conditions framework. It ensures clarity in how detailed policies and Purchaser-specific agreements are formally documented and applied.
- a. Definitions
 - i. Attachment - An **Attachment** is a supporting document created solely by AHG Security Services. Attachments:
 - 1. Provide **in-depth detail** on specific subjects covered at a high level in the main Terms & Conditions Document.
 - 2. Allow AHG Security Services to maintain a concise and readable main document while offering full transparency and policy clarity.
 - 3. Are **non-negotiable** and standardized.
 - 4. Examples include:
 - a. Expanded interpretation of **NYS Penal Law Article 35 (Use of Force)**
 - b. **Indemnification scenario breakdowns supporting the Indemnity Policy**
 - 5. Attachments become part of the Terms & Conditions Document upon Purchaser signature of the Acknowledgment Form.
 - ii. Addendum - An **Addendum** is a custom-written agreement developed jointly between AHG Security Services and the Purchaser. Addendums:
 - 1. Address **Purchaser-specific operational or contractual needs**.
 - 2. Supplement—but may **not override**—existing AHG Security Services policies or provisions.
 - 3. Are used to handle **site-specific expectations**, procedural transitions, or unique service conditions.
 - 4. Examples include:
 - a. A **Scope of Services** derived from the Quote Request Form

- b. Special communication or access protocols requested by the Purchaser
 - b. Document Structure & Format - AHG Security Services organizes contractual documentation in the following **standard order**:
 - i. Main Terms & Conditions Document
 - ii. **Attachments** (in the order referenced in the main document)
 - iii. **Addendums** (in the order of signature date)
 - 1. This order is maintained to ensure readability, logical flow, and compliance verification.
 - c. Addendum Approval Process - The process for creating and approving Addendums is as follows:
 - i. **Drafting:** AHG Security Services will **type up Addendums** as discussions with the Purchaser occur.
 - ii. **Revisions:** AHG Security Services will revise Addendums as needed to reflect mutual understanding and operational needs.
 - iii. **Approval:** Once both parties are satisfied with the final content:
 - 1. Each Addendum will include **signature lines for both AHG Security Services and the Purchaser**.
 - 2. A signed Addendum becomes legally binding and enforceable.
 - d. Incorporation into Terms & Conditions
 - i. Upon signing the **Acknowledgment Form**, all existing Addendums are **formally incorporated** into the Terms & Conditions and placed at the **end of the document** in the proper sequence.
 - ii. The Acknowledgment Form includes a statement confirming that: "All current and future Addendums will be considered part of the Terms & Conditions Document upon signing and will be inserted at the end of the document, in proper document order."
 - iii. Any **future Addendums** signed by both parties after initial contract execution will be:
 - 1. Dated, filed, and inserted at the end of the Terms & Conditions Document;
 - 2. Considered binding upon dual signature;
 - 3. Listed in the revision log or index if maintained.
 - e. Summary Table - Attachment 4
 - 5. Amendments to Terms & Conditions - AHG Security Services reserves the right, at any time and at its sole discretion, to amend, modify, update, or otherwise change the Terms & Conditions governing its services. This includes, but is not limited to, the main Terms & Conditions document as well as any related Terms & Conditions attachments. Any such changes made to the main Terms & Conditions or attachments will take effect immediately upon implementation, without the need for prior notice or further approval from the purchaser. Please note that this policy does not apply to individually negotiated Addendums between AHG Security Services and purchasers. Addendums are considered mutually agreed contractual modifications and are not subject to unilateral amendment, modification, or change by either AHG Security Services or the purchaser. By continuing to engage with AHG Security Services, purchasers acknowledge and accept this policy regarding the amendment of Terms & Conditions.

B. Organizational Structure & Engagement Rules

6. 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.
7. 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 **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 (Section 1.a and 1.b) 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.

- 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.
8. 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 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. This policy ensures clear distinctions between AHG Security Services as an independent contractor and the employment practices of the purchasers, protecting both parties from misclassification risks and regulatory misunderstandings.

- 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.
9. 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:
 - 1. Encourage, suggest, or cause an AHG Security Services employee to quit or seek termination in order to bypass the transition fee.

- ii. **Robust employee support policies**, and
- iii. A strong, structured **rank and promotion system**.
 - 1. These conditions inherently reduce the desire or need for union representation, as AHG Security Services provides a professional, equitable, and competitive workplace environment.
- d. Transitioning Non-Union Sites - Even in the case of **non-union sites**, all existing staff must:
 - i. **Reapply and interview** for their positions under AHG Security Services;
 - ii. Undergo evaluation based on AHG Security Services' internal standards and operational model;
 - iii. 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:
 - i. **Existing policies, agreements, and procedures from the prior provider do not automatically transfer** to AHG Security Services.
 - ii. AHG Security Services will develop and negotiate **new Terms & Conditions directly with the Purchaser**.
 - iii. 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:
 - i. All **employment decisions**,
 - ii. All **operational protocols**, and
 - iii. 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.

C. Service Availability, Scope & Operational Management

11. 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.
12. Service Availability Outside of New York State - While AHG Security Services is proudly headquartered in Long Island, New York, we are committed to serving clients across the broader region and beyond. Our dedication to professionalism, quality, and client satisfaction extends to locations throughout New York State and, where permitted, to other states across the U.S.
 - a. Service to Clients Within New York State - AHG Security Services actively seeks and welcomes opportunities to provide security services to Purchasers located

beyond the New York City and Long Island areas. This includes, but is not limited to, cities such as Albany, Binghamton, Syracuse, and other upstate and western New York localities.

- b. Service to Clients Outside of New York State - For Purchasers located **outside of New York State**, or for those who operate **multi-state business locations** and wish to engage AHG Security Services for services outside New York, AHG Security Services must first be **licensed in the applicable state(s)** prior to commencing any security operations. AHG Security Services **does not use subcontractors**, and all services are performed directly by our trained, in-house personnel. Therefore, obtaining the appropriate licensure in any out-of-state jurisdiction is a prerequisite for engagement.
 - c. Out-of-State Licensure Process - To initiate services outside of New York State, the following process must be followed:
 - i. The Purchaser must notify AHG Security Services of their intent to engage our services at one or more out-of-state locations.
 - ii. The Purchaser must provide a **complete list of all locations** outside New York where AHG Security Services are being requested. This information must include:
 - 1. Full street address; City or locality name; State and ZIP code
 - iii. The Purchaser must complete and submit AHG Security Service's **Out-of-State Licensure Request Form** to formally begin the evaluation and quotation process.
 - iv. AHG Security Services will prepare a quote for the estimated cost of obtaining licensure in the requested state(s). This quote is independent of the security services quote and must be accepted and fully paid for before licensing efforts begin.
 - v. Once AHG Security Services is officially licensed in the applicable state or locality, a detailed quote for security services will be generated based on site-specific needs and service requirements.
 - d. Timeline & Readiness - The licensure process timeline varies by state and is subject to regulatory approval and jurisdictional requirements. AHG Security Services will maintain communication with the Purchaser throughout the process and will provide anticipated start dates upon approval.
 - e. Acknowledgment - By requesting services in jurisdictions outside of New York, the Purchaser acknowledges and agrees that AHG Security Services must be licensed prior to providing such services and understands that service commencement is dependent on successful licensure.
13. 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:
 - i. Fire safety or fire watch requiring separate fire marshal certification
 - ii. EMT, paramedic, or first responder licenses beyond basic first aid/CPR
 - iii. Law enforcement or peace officer powers
 - iv. Specialized trades or technical services requiring non-security licenses
 - c. **Purchasers must make independent arrangements for non-security licensed personnel or vendors** if their project scope requires additional certifications.
 - d. Uniform Distinction - To preserve the professional image and clear identification of AHG Security Services personnel:
 - i. Non-security vendors are prohibited from wearing security-style uniforms.
 - ii. All **vendor uniforms must be distinct** from AHG Security Services uniforms to prevent confusion among the public and other personnel.
 - e. 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.
14. 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. 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:
 - i. Detail the composition and function of the mandated management structure.
 - ii. Explain how the structure integrates with AHG Security Services' existing Rank Structure.
 - iii. 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
 - i. **Proposal Teams:** Ensure the appropriate management structure and attachment are included in all qualifying proposals.
 - ii. **Operations Management:** Define and assign the personnel necessary to fulfill the mandated management structure.
 - iii. **Contract Administration:** Ensure the attachment is accurately integrated into the Terms & Conditions Document following finalization.
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, **EZPass or equivalent toll service access**, if applicable;
 - 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.
 - i. Up to **100 guard tour scan points** can be placed throughout the facility.
 - ii. For optimal performance and simplicity, AHG Security Services **highly recommends simpler guard tours** with fewer scan points whenever possible.
 - iii. 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:
 - i. **Request specific training topics** to be added to the training curriculum.
 - ii. **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.
 - i. **Sedans offer a cost-effective option** due to **lower insurance premiums** and **reduced fuel consumption** when compared to SUVs.
 - ii. 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—
 - 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.

D. 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
 - i. Inclusion in Contract - The total number of banked hours is:
 1. Clearly stated in the **Cost Proposal**.
 2. Officially transferred and recorded in the **Terms & Conditions Document**.
 - ii. Usage and Tracking
 1. As banked hours are used, AHG Security Services will provide **written communication** to the purchaser showing the updated remaining balance.
 2. Communication includes a summary of hours used, remaining hours, and relevant service dates.
 - iii. Replenishing Banked Hours
 1. Once the banked hours balance reaches **zero**, additional banked hour **packages may be purchased**.
 2. A **new balance is applied only when full payment has cleared**.
 3. Purchasers may buy additional packages **at any time** during the active Service Term Length.

- iv. End-of-Term Handling - At the conclusion of the Service Term, **unused banked hours** may be:
 - 1. Refunded,
 - 2. Credited toward future services, and/or
 - 3. Applied as price reductions, in accordance with the **Refunds, Credits & Price Adjustments** section of the Terms & Conditions Document.
 - v. AHG Security Services Responsibilities
 - 1. Maintain accurate banked hour balances.
 - 2. Provide timely written updates after hours are used.
 - 3. Process payments and refresh balances accordingly.
 - 4. Administer end-of-term adjustments for any remaining banked hours.
 - vi. Purchaser Responsibilities
 - 1. Monitor usage reports and request new packages as needed.
 - 2. Submit full payments to activate additional packages.
 - 3. 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 does **not take this personally** and 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 via **notifications@ahgsecurity.services** 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**. The choice to renew services rests entirely with the purchaser. If no renewal is initiated and no new term-length is paid in full before the expiration date, the final day of security coverage will be the last day of the active term. After that, no guard services will be provided at the property unless a new agreement is in place.
 - 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 via notifications@ahgsecurity.services. These notifications serve to keep the purchaser informed, **but are not intended as pressure to purchase additional**

banked hour packages. Once again, AHG Security Services maintains a **laid-back and purchaser-driven approach** to contract additions. If a purchaser values the continuity of their additional coverage, it is their responsibility to act on these reminders. 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.

- d. Finally - AHG Security Services places a high value on professionalism and mutual accountability. We believe in clear communication, respect the autonomy of our purchasers, and uphold our end of the contract without imposing unnecessary pressure. This means:
 - i. No guard coverage will be provided after the expiration of a term-length if no renewal is in place.
 - ii. No extra hours beyond the base weekly allocation will be covered once the banked hours balance is exhausted.
- e. We trust our purchasers to manage their service continuation and enhancement according to their needs and priorities. For all reminder notices and service-related updates, please monitor communications from: notifications@ahgsecurity.services.

21. Reduction of Hours - This policy is intended to inform purchasers of AHG Security Services 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. This policy applies to all active purchasers of AHG Security Services who are requesting a reduction in their weekly security hours for extended or ongoing situations. Typical qualifying scenarios include, but are not limited to, closures or partial shutdowns of facilities (e.g., mall closures during a public health emergency). To request a reduction in contracted weekly security service hours, purchasers must follow the steps outlined below:

- 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:
 - i. AHG Security Services will issue a **new quote form** reflecting the requested reduction in weekly hours.
 - ii. The **difference in hours** between the original agreement and the requested reduction will be calculated.
 - iii. A **new cost proposal** will be provided based on the updated service levels.
- c. Refund Process - Upon agreement and signature of the new proposal:
 - i. AHG Security Services will issue a **refund check** to the purchaser.
 - ii. The refund will be calculated as: **Guard's Hourly Rate × Total Difference in Hours** (for the covered period).
- d. Terms & Conditions Document Update
 - i. The **Reduced Hours Document** will **replace the Original Document** in the Terms & Conditions Document.
 - ii. 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**

- i. Submit a Written Request - The request must be submitted in writing to AHG Security Services through the designated contact or notification system.
 - ii. Complete the Request for Increased Hours Form - AHG Security Services will provide the Purchaser with a standardized **Request for Increased Hours Form**, which must be completed in full. This form will include fields to:
 1. State the new desired total of weekly security hours
 2. Confirm that **no additional changes** to the service scope or requirements are being made in conjunction with the hour increase
 - iii. Review, Proposal, and Payment - After receiving the completed request form:
 1. **AHG Security Services will issue an Increase Proposal**, which includes:
 - a. A clear **timeline for implementation** of the new hours
 - b. An **updated cost calculation**, based on the requested hours and the current bill rate
 - c. A new **Grand Total** for the increased hours, shown in full detail
 2. Purchaser Acceptance - To proceed, the Purchaser must:
 - a. **Sign the acceptance section** of the Increase Proposal
 - b. **Submit full payment** for the updated Grand Total
 3. Activation of Increased Hours - 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.
 - iv. Terms & Conditions Update - Upon activation of the increased hours:
 1. The **Original Terms & Conditions Document** will be **replaced** with the new **Increased Document**, reflecting the updated service level and pricing.
 2. 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 or closures; Operational slowdowns or restricted access periods. These modifications are designed to be **flexible adjustments** made **within the framework of the existing service agreement**.
- a. How Hours Are Adjusted - To ensure fair and consistent service value, AHG Security Services uses **banked hours** to balance weekly hour fluctuations caused by Minor Hours Modifications:
 - i. If a week requires **additional hours**, AHG Security Services will **deduct hours from the Purchaser's banked hours** and apply them as needed to meet the schedule.
 - ii. 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. This allows for efficient and fair hour management across the term of service, while respecting the Purchaser's total contracted hour commitment.

- c. How to Request a Minor Hours Modification - 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; Any relevant site or operational considerations.

E. Financial Terms, Payments & Refunds

- 25. Purchaser Payment Policy - This policy outlines the payment structure and requirements that Purchasers must follow in order to initiate and maintain contracted security guard services from AHG Security Services.
 - a. Payment Structure & What You Are Paying For - At its core, the Purchaser is paying for a **fixed number of security service hours** delivered over a **specified period of time**, as outlined in the quote form and governed by the agreed-upon Term Length. The **Grand Total of Hours** included in the Cost Proposal consists of:
 - i. Stated guard hours listed on the quote form
 - ii. Account supervision hours
 - iii. Legally required benefit hours
 - iv. Banked hours (to support coverage and operational contingencies)
 - b. This total hour figure is then **multiplied by the bill rate** to calculate the **payroll total**.
 - c. **Additional line items** may appear in the Cost Proposal and contribute to the overall Grand Total. These items may include, but are not limited to:
 - i. Uniforms
 - ii. Supplied or requested equipment, hardware, and software
 - iii. Hiring and training budget
 - iv. Insurance coverage
 - v. Guard tour and incident reporting program
 - vi. Patrol vehicle and associated costs
 - d. The **sum of the payroll and all additional line items** constitutes the **Grand Total** listed on the final Cost Proposal.
 - e. Prohibited Payment Terms - AHG Security Services does **not accept performance-based payment terms**. Purchasers may **not condition payment** on the completion of individual performance metrics (e.g., "a guard must complete a site tour every hour"). The payment is for the agreed-upon **service time**, not for performance of isolated tasks.
 - f. Term-Based Pricing - All Cost Proposals are calculated and priced based on the **Term Length** specified on the quote form. Service terms cannot be shortened or renegotiated after acceptance unless agreed upon in writing by AHG Security Services.
 - g. Payment Requirements - To initiate service, the Purchaser must:
 - i. Sign the Agreement to Terms & Conditions and the Cost Proposal Form
 - ii. **Submit full payment** for the **Grand Total** listed in the Cost Proposal
 - h. **Payment must be made via Cashier's Check** only, made payable to: **AHG Security Services**. Checks must be mailed to the AHG Security Services Corporate Address provided in the agreement materials.

- i. Service Commencement Timeline - The official **Service Commencement Date** is scheduled for **exactly two (2) weeks after the full amount of the cashier's check has cleared**.
 - j. Notification System - From the date the check is mailed to AHG Security Services until the Service Commencement Date, the Purchaser will receive **daily updates** through our notification system: notifications@ahgsecurity.services.
 - k. This system ensures clear, proactive communication throughout the payment processing and service preparation period.
26. Refunds, Credits & Price Adjustments - At AHG Security Services, we strive to maintain transparent and fair financial practices regarding refunds, credits, and price adjustments. The following outlines our policies in these areas:
- 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:
 - i. $\text{Security Guard's Hourly Rate} \times \text{Hours of Gaps in Coverage} = \text{Refund Amount per Pay Period}$
 - b. Refunds continued: Purchasers will receive applicable refunds as part of AHG Security Services' weekly payroll process. To ensure smooth refund processing, purchasers must provide their banking information on the quote request form or at any time before finalizing their purchase of an AHG Security Solution. Additionally, while our terms and conditions generally lock purchasers into their service agreement for the agreed-upon term length, disputes that escalate to mediation may result in exceptions. If the mediator rules that the terms and conditions can be broken and the purchaser is entitled to a refund for the remaining term length, the refund amount will be calculated as follows:
 - i. $\text{Security Guard's Hourly Rate} \times \text{Remaining Hours in Term Length} = \text{Refund Amount}$
 - c. 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. This ensures that purchasers are not repeatedly charged for unnecessary services in future agreements.
 - d. 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. This ensures that pricing remains fair and competitive as AHG Security Services and the purchaser continue their business relationship. This policy ensures that purchasers receive fair financial adjustments while maintaining the integrity of AHG Security Services' contractual commitments.

27. 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, the following will apply:
 - 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:
 - i. There is **no clause, dispute, incident involving a security guard, or business circumstance** that shall release the Purchaser from this obligation.
 - ii. No alternative terms or interpretations, whether implied or suggested, shall override the **locked-in service term.**
 - iii. 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.
 - d. Purchasers are encouraged to fully review the Terms & Conditions and Term Length prior to signing and submitting payment. Questions or clarifications should be addressed during the proposal phase.
28. 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. This typically occurs in situations where AHG Security Services is able to provide coverage for a portion of a 24-hour service schedule, while a different company is engaged to perform a specific service that AHG Security Services is not authorized to deliver due to the supplemental license restriction—such as, for example, a licensed Fire Safety Director or any other regulated role requiring additional certification.
- a. Reimbursement for Late Arrival of AHG Security Guard - In the event that 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.
 - i. The reimbursement amount will be calculated as: (Guard's hourly salary) × (Hours/minutes late)
 - ii. This reimbursement will be issued via check and included in the corresponding payroll period. The reimbursement check will be sent to the purchaser alongside the regular payroll distribution to AHG Security Guards.
 - iii. In addition to the reimbursement described above, the employee of the other company (e.g., the overnight Fire Safety Director) will remain on duty and temporarily cover the AHG Security Guard's post until the guard

arrives. This ensures no lapse in security coverage during the transition between service providers.

- b. Late Arrival of Other Company's Employee - In the event that 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 Security Guard working the 4:00 PM to 12:00 AM shift must remain on duty beyond their scheduled time:
 - i. The AHG Security Guard will stay on post and temporarily assume responsibility for the role during the coverage gap.
 - ii. AHG Security Services will deduct **banked hours** to the additional hours worked by the guard and apply them to the purchaser's service schedule. This ensures uninterrupted coverage while acknowledging the additional time worked by AHG Security personnel.
 - iii. The banked hours balance will be documented and adjusted accordingly to maintain compliance with labor standards and purchaser service continuity.
- c. This policy ensures that purchasers are protected from service disruptions, maintains fair labor practices, and promotes cooperative service integration when multiple providers are involved due to licensing restrictions.

29. Prevailing Wage Exemption Policy - In instances where a Purchaser is a government agency, quasi-governmental organization, or any entity that typically requires contract service providers to pay prevailing wages, AHG Security Services affirms its exemption from such prevailing wage requirements based on the following:

- a. AHG Security Services pays **above minimum wage** and implements a compensation model that reflects the company's commitment to employee care, performance excellence, and industry-leading standards. This approach not only meets but **exceeds the minimum baseline typically established by prevailing wage mandates**, qualifying AHG Security Services for exemption under these Terms & Conditions.
- b. Compensation & Support Structure - AHG Security Services demonstrates its investment in its personnel through the following:
 - i. Above-Minimum Wage Compensation: All security personnel are compensated at rates above the applicable minimum wage based on job role, environment, and duties.
 - ii. Employee Benefits Provided by AHG Security Services: Free company-sponsored savings plan; Health plan access for qualifying personnel; **Compensation for time spent using phones to complete electronic features**, reporting tasks, or other mobile assignments—a **benefit not commonly offered by other companies**; **Financial support for guard card renewal and licensing fees**—a portion of each employee's pay is allocated to help cover these ongoing credential costs.
 - iii. Site-Sensitive Compensation Adjustments: AHG Security Services takes into account **working environment and assignment conditions** when determining pay. For instance, guards who work in outdoor conditions or are exposed to the elements for a majority of their shift receive **additional compensation** to fairly reflect the physical demands of their role.
- c. Finally - Because AHG Security Services consistently exceeds minimum wage obligations and provides a robust benefits package and fair compensation adjustments, **the Purchaser acknowledges that prevailing wage clauses do**

not apply to AHG Security Services under these Terms & Conditions. This exemption allows AHG Security Services to:

- i. Preserve its internal compensation framework,
- ii. Retain and reward professional personnel,
- iii. And continue delivering services with the highest standards of reliability, accountability, and care for its workforce.

30. Overtime Hours Exemption Policy - In instances where a Purchaser is a government agency, quasi-governmental body, or similar organization that imposes restrictions, caps, or limitations on the number of overtime hours a contracted security guard may work, AHG Security Services affirms its exemption from such overtime hour restrictions for the following reasons:

- a. AHG Security Services operates a **company-sponsored savings plan** as a core benefit to support the long-term financial health and stability of its employees. This plan is **directly linked to the total number of hours** an AHG Security Services employee works—including overtime hours. Under the terms of this internal benefit structure:
 - i. A **specific monetary contribution is calculated on a per-hour basis** and deposited into the employee's savings plan.
 - ii. The more hours an employee works, the more earnings are allocated to their individual savings plan.
 - iii. Therefore, **any cap or restriction on total work hours—including overtime—would reduce the amount that a participating employee can earn and contribute to their savings plan.**
- b. AHG Security Services believes in **supporting the financial goals and autonomy of its personnel**. If an AHG Security Services employee elects to work additional hours in order to grow their savings, that opportunity should not be restricted by third-party administrative policies that were not designed with this incentive model in mind.
- c. As such, **the Purchaser acknowledges that any policies they maintain regarding overtime hour caps or limitations do not apply to AHG Security Services under these Terms & Conditions.** This exemption enables AHG Security Services to:
 - i. Preserve the integrity and intended benefits of its employee savings plan,
 - ii. Avoid unnecessary financial limitations on participating employees,
 - iii. And continue to reward work ethic, consistency, and financial planning through fair and flexible scheduling practices.

F. 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 (each, a "Purchaser") related to incidents arising during the provision of contracted security services. Indemnification provided by AHG is limited and conditional, as defined herein. 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; 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.
 - i. Purchasers with **greater weekly base hours** may be eligible for **broader indemnification**.
 - ii. 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**.
 - iii. **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.
- c. Excluded Duties – No Indemnification - AHG Security Guards are **prohibited** from performing the following non-security tasks. Any incident or damage resulting from or related to these duties is **not covered** under this policy:
 - i. Handling of money (except for logging found property to lost & found);
 - ii. Maintenance, custodial, or janitorial services;
 - iii. Mechanical, electrical, or HVAC work;
 - iv. Painting, carpentry, or general repairs;
 - v. Landscaping, snow removal, or outdoor facility work;
 - vi. Fire and safety system testing or inspections;
 - vii. OSHA or compliance-related tasks;
 - viii. Vendor coordination, inventory, or supply management;
 - ix. Any physical labor tasks such as lifting, moving, or cleaning.
 - 1. Refer to the AHG Security Services Operations Manual for a complete list of excluded responsibilities.
- d. Incident-Specific Indemnification Criteria - Indemnification will be evaluated on a case-by-case basis, even for Purchasers with 24/7 coverage. The following conditions must be satisfied for indemnity to apply:
 - i. The guard was **assigned** responsibility over the area or condition that led to the incident;
 - ii. The guard was **aware or reasonably should have been aware** of the hazard or situation;
 - iii. The guard **failed to act**, despite having a duty to do so.
 - iv. **Example:** A slip and fall incident on a wet floor may be indemnified if the guard was responsible for placing caution signage, was aware of the hazard, and failed to act accordingly.
- e. Assignment of Security Policy Responsibility - This section outlines how indemnification is impacted by who controls and establishes the security policy enforced by AHG Security Guards:

- i. Purchaser-Controlled Security Policies - If the **Purchaser creates, mandates, or enforces its own security policy**—including post orders, protocols, and enforcement methods:
 1. The **Purchaser assumes full liability** for incidents resulting from that policy;
 2. Indemnification **will not apply** so long as:
 - a. The security guard **fully understood the Purchaser's policy**;
 - b. The guard **complied with that policy**; and
 - c. The guard acted within their assigned responsibilities.
 3. AHG-Controlled Security Policies - If the **Purchaser delegates the creation and enforcement of the security policy to AHG Security Services**:
 - a. AHG Security Services assumes **greater responsibility and liability** for implementation and enforcement;
 - b. Purchasers are eligible for **enhanced indemnification**, subject to the other conditions in this policy;
 - c. AHG Security Services will be responsible for failures in execution **only where those failures are within its defined scope of service**.
- f. Indemnification Dispute Resolution
 - i. Internal Escalation - Disputes regarding indemnity determinations must be escalated in writing to the **President of AHG Security Services**. The President's decision shall be final unless formal mediation is requested.
 - ii. Mediation - If the Purchaser disagrees with the internal decision:
 1. Either party may request mediation through the **National Association of Certified Mediators**;
 2. AHG will pay the full cost of mediation;
 3. The **mediator's decision is final and binding**;
 4. **Litigation in New York State or Federal Court is prohibited** after mediation is concluded.
- g. Acknowledgment Requirement - All Purchasers must acknowledge and accept this Indemnity Policy in writing prior to the commencement of services. Continued use of AHG Security Services constitutes binding agreement to the terms herein.
- h. See Attachment 2- **Indemnity Scenarios by Property Type and Situation**, including:
 - i. Residential Buildings
 - ii. Commercial Office Towers
 - iii. Retail Stores
 - iv. Warehouse/Distribution Facilities
 - v. Hotel Type Properties
 - vi. Mall Properties
 - vii. Shopping Centers
 - viii. Nursing Homes & Medical Facilities
 - ix. Educational Institutions
 - x. Corporate Loss Prevention (Undercover Assignments)
 - xi. Surveillance Services (Insurance Case Surveillance)
 - xii. Airports/Transit Hubs

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 for services, are binding in the context of the agreement. However, the following clarification applies to the interpretation and implications of such addendums, particularly as they relate to indemnity:
- a. **Facilitative Role in Addendum Preparation** - AHG Security Services prepares and types addendums at the request and direction of the Purchaser. This service is rendered solely as a facilitator to assist in formalizing customized arrangements and does not imply authorship or policy origination. As such, AHG Security Services does not accept liability for any content within the addendums from an indemnity standpoint.
 - b. **Collaborative Development of Addendums** - The content of all addendums is developed through a collaborative process between AHG Security Services and the Purchaser. This teamwork-based approach reinforces that AHG Security Services does not bear sole responsibility or liability for the resulting terms, as AHG Security Services does not act as the ultimate policy-maker in such customizations.
 - c. **Purchaser-Specific and Non-Standardized Nature** - All addendums are uniquely tailored to individual Purchasers and are not part of AHG Security Services' standardized policy framework. Accordingly, their existence and terms do not reflect general practices or policies of AHG Security Services and shall not create grounds for indemnity claims against AHG Security Services.
 - d. **Indemnity Limitation Relative to Core Terms & Conditions** - In cases where a Purchaser agrees to a section of the Terms & Conditions, such as the provision permitting AHG Security Guards to use appropriate force under specific and justified circumstances—despite a Purchaser's hypothetical preference for a total prohibition on the use of force—the overarching policy of AHG Security Services remains in effect. AHG Security Services' Terms & Conditions are a reflection of its operational standards and risk protocols. AHG Security Guards are trained to the highest standards to act in accordance with these policies. In the event of an incident, AHG Security Services shall not be held liable under any indemnity provisions stemming from either the Terms & Conditions or associated addendums. The responsibility for any such indemnity obligation lies with the Purchaser, who has acknowledged and accepted the terms as presented, including the structure and scope of both the core Terms & Conditions and any attached addendums.
 - e. **Finally** - By signing the acknowledgment and completing full payment, the Purchaser agrees that AHG Security Services' role in preparing addendums does not equate to policy authorship and does not override the indemnity limitations set forth herein. The Purchaser accepts full liability under the Terms & Conditions and any related customizations as agreed.
33. **Lawsuit Accountability & Indemnity Resolution Policy** - At AHG Security Services, we are committed to maintaining transparency, accountability, and fairness in the event of legal disputes. This policy outlines the obligations and procedures for handling lawsuits involving AHG Security Services and Purchasers under the Terms & Conditions agreement.

- a. Determination of the Responsible/Liable Party - If a lawsuit is initiated and there is any question regarding whether AHG Security Services or the Purchaser is the responsible or liable party, both parties agree to **follow the steps detailed in the Indemnity Section** of the Terms & Conditions to determine responsibility.
 - i. This includes but is not limited to internal reviews, document exchanges, review of duty assignments, incident reports, witness statements, and contractual role delineation.
- b. Transfer of Lawsuit to the Correct Party - Once responsibility has been established:
 - i. If the **incorrect party** (either AHG Security Services or the Purchaser) is being sued, that party shall **promptly initiate all necessary legal actions to transfer the lawsuit to the correct party** as determined by the Indemnity Section.
 - ii. If the **correct party** is already named in the lawsuit, they shall take full responsibility and **proceed with resolving the lawsuit**.
 - iii. It is a **violation of the Terms & Conditions** for either party to:
 - 1. Attempt to shift legal responsibility unfairly,
 - 2. Exploit legal loopholes,
 - 3. Or “pawn off” the lawsuit to the other party when determined to be the responsible party.
 - iv. AHG Security Services is firm on accountability and expects Purchasers to uphold the same standard.
- c. Joint Lawsuits Involving Both Parties - If both AHG Security Services and the Purchaser are named in a lawsuit, the following procedures will apply:
 - i. Both parties must rely on the **Indemnity Section** of the Terms & Conditions to determine which of the following scenarios applies:
 - 1. **Both parties are jointly responsible** and must proceed as co-defendants;
 - 2. **One party is more responsible**, but both bear a degree of responsibility and are therefore required to proceed jointly;
 - 3. **Only one party is responsible**, and the other was included incorrectly and should be excused from the lawsuit.
 - ii. Once the indemnity determination is made:
 - 1. If **one party was incorrectly named**, the **responsible party must actively and promptly pursue the removal of the incorrect party** from the lawsuit through legal channels.
 - 2. Both parties agree to **act in good faith, avoid unnecessary delays, and not use legal tactics to offload blame**. The responsible party must take full ownership—just as two friends would, if only one was at fault. The accountable and human thing to do is to ensure the other party is not wrongfully dragged into legal consequences.
 - iii. In situations where both AHG Security Services and the Purchaser must proceed together in a joint legal defense, **it is critically important that they function as a cohesive, cooperative team**. This includes:
 - 1. Aligning on a coordinated legal strategy;
 - 2. Sharing all relevant documentation, information, and testimony in a timely and transparent manner;

3. Avoiding the use of blame-shifting, hostile language, or tactics that undermine the other party's position;
 4. Working together with the shared goal of **achieving an efficient dismissal or favorable resolution** of the case.
- iv. The objective in any joint lawsuit is not only to safeguard each party's individual legal standing, but also to protect the integrity of the overall business relationship and the quality of services rendered.
 - v. Failure by either AHG Security Services or the Purchaser to uphold this cooperative obligation—such as by withholding evidence, misrepresenting facts, or acting in an adversarial way—**shall be considered a breach of contract and a violation of the Mutual Respect Policy** contained within these Terms & Conditions.
- d. Witness Conduct and Cooperation - If one party is excused from a lawsuit or if the lawsuit is transferred:
- i. That party (AHG Security Services or the Purchaser) agrees to act as a **supportive and truthful witness** and not engage in any behavior that may **sabotage the party remaining in the lawsuit**.
 - ii. All information, documentation, and testimony provided by the excused party must be accurate, complete, and provided in a timely manner.
- e. Lawsuits Post-Term-Length Expiration - If AHG Security Services is **no longer the active security services vendor** for a Purchaser, the following provisions apply:
- i. AHG Security Services will only engage in legal matters for a maximum of **two (2) years** from the official expiration date of the most recent service term with the Purchaser.
 - ii. After this 2-year period, the Purchaser shall **assume full and sole responsibility** for any lawsuits arising from past or ongoing issues—even if AHG Security Services is named in the lawsuit or even if the Purchaser is the correct party being sued.
 - iii. If AHG Security Services is **incorrectly named** in a lawsuit after this 2-year window, the lawsuit shall be **automatically transferred to the Purchaser**, and AHG Security Services will take no further action or involvement in the case.
 - iv. Additionally, in joint lawsuits where:
 1. Both AHG Security Services and the Purchaser are named as co-defendants; and
 2. The reason for the joint lawsuit is because both parties (AHG Security Services & the Purchaser) bear some responsibility, but one party bears less responsibility than the other party; and
 3. **More than two (2) years have passed** since the expiration date of AHG Security Services' most recent service term with the Purchaser:
 - a. AHG Security Services and the Purchaser must **actively work to have AHG Security Services withdrawn from the lawsuit**. The fact that the lawsuit is being brought **after the two-year mark** from the expiration of AHG Security Services' service term is the overriding clause that **nullifies AHG Security Services' obligation** to remain a

- party to the case—even in situations where some degree of responsibility is alleged.
- b. This clause exists to **prevent AHG Security Services from being unfairly kept in litigation** after its contractual relationship with the Purchaser has ended. **Once the two-year post-service window closes**, AHG Security Services is no longer a proper party to any lawsuit, including those involving incidents where liability may have once been shared. At that point, **exclusive legal responsibility transfers to the Purchaser**.
 - c. Purchasers are **strictly prohibited** from using joint lawsuit structures to **manipulate, extend, or bypass** this time-based limitation. **AHG Security Services shall not engage in any joint case filed more than two years after the service term expiration date under any circumstances**. Any attempt to keep AHG Security Services involved in such lawsuits will be considered a **violation of the Terms & Conditions** and treated as **bad-faith conduct**.
- f. Policy Scope Within 2-Year Post-Service Window - If a lawsuit arises **within the two (2) year period** following the expiration of AHG Security Services' most recent service term with a Purchaser, the following applies:
- i. AHG Security Services will **only engage in lawsuits** during this period **if the lawsuit involves an incident that occurred while AHG Security Services was the active security services vendor**.
 - ii. AHG Security Services **is not liable** for any lawsuits involving incidents that occurred during or as a result of the Purchaser's **current or subsequent security vendors**.
 - iii. If a lawsuit does involve an incident from when AHG Security Services was the security provider—and the lawsuit falls within the 2-year post-term window—**then AHG Security Services and the Purchaser will follow Sections 1.0 through 4.0 of the Lawsuit Accountability & Indemnity Resolution Policy**, including:
 - 1. 1.0 – Determination of the Responsible/Liable Party
 - 2. 2.0 – Transfer of Lawsuit to the Correct Party
 - 3. 3.0 – Joint Lawsuits Involving Both Parties
 - 4. 4.0 – Witness Conduct and Cooperation
 - a. These sections shall be followed **as if AHG Security Services were still the current vendor**, but only because the matter falls within the two-year time frame following the expiration of the applicable service term.
- g. It is **strictly prohibited—and illegal—for Purchasers to manufacture, misrepresent, or manipulate facts** in an attempt to falsely attribute liability to AHG Security Services for incidents involving a different vendor. Any such actions constitute a **direct breach of these Terms & Conditions** and will result in appropriate legal and contractual remedies.

- a. Communication: At AHG Security Services, we believe that open communication is essential in resolving any disputes that may arise. Purchasers who encounter a disagreement must first attempt to resolve the issue through direct communication with the appropriate company representatives. If a satisfactory resolution is not reached, the purchaser must escalate the matter through the company's management levels. Should the dispute reach the highest level of company management and remain unresolved, the purchaser may bring the matter to the president of AHG Security Services. The decision of the president shall be considered final within the company.
 - b. Mediation: If the purchaser is still dissatisfied with the president's decision, the dispute must proceed to mediation. AHG Security Services will cover the cost of mediation through the National Association of Certified Mediators. The mediator's decision will be final and binding on both parties. Under this policy, both AHG Security Services and the purchaser expressly waive their right to seek resolution through the Federal Courts or the New York State Court System. No party may challenge or appeal the mediator's ruling through these judicial systems.
35. Use of Force - This policy informs purchasers of AHG Security Services that its security personnel are authorized to use force when necessary in the performance of their duties. It outlines the legal framework governing the use of force and the training provided to ensure compliance. AHG Security Guards are authorized to use force **only when necessary** and in accordance with applicable state law. All use of force must strictly comply with the legal standards established under **New York State Penal Law Article 35** ("Defense of Justification")—**See Attachment 1**. Article 35 outlines the conditions under which force, including deadly physical force, may be used lawfully in self-defense, in defense of others, and in defense of property. AHG Security Services fully adheres to these statutes as the guiding framework for use-of-force decisions.
- a. Training & Compliance
 - i. Mandatory Training - All AHG Security Guards will undergo training that includes a thorough review and application of NYS Article 35.
 - ii. Ongoing Education - Periodic refresher training will be provided to ensure that all personnel remain knowledgeable and up to date on the legal use of force.
 - iii. Supervision and Accountability - Supervisors are trained to monitor and evaluate the appropriate use of force in the field. All incidents involving use of force are subject to internal review and documentation in accordance with AHG Security Services policies and NYS requirements.
 - b. Purchaser Awareness - Purchasers should be aware that AHG Security Guards are **not passive observers**. They are active security professionals, authorized and prepared to use lawful force when the situation requires it, including:
 - i. Deterring and stopping criminal activity,
 - ii. Defending themselves or others from harm,
 - iii. Protecting property as authorized under NYS law.
 - c. Attachment - **Attachment 1**: Summary and Reference to NYS Penal Law Article 35 – Justification (A detailed copy or summary will be provided to purchasers upon request or included as part of the full Terms & Conditions packet.)

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:

a. Standard Insurance Coverage

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

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

ii. The General Liability policy covers bodily injury, property damage, personal and advertising injury, and professional liability in certain contexts.

iii. Supplemental Errors & Omissions Insurance - We also carry a separate **Errors & Omissions (E&O) policy** with **BiBerk**, which provides additional protection for professional services:

1. **Aggregate Limit:** \$1,000,000
2. **Each Occurrence Limit:** \$500,000

b. Additional Coverage Considerations

i. Requests for Higher Insurance Limits - If a purchaser requires insurance limits that exceed AHG Security Services' standard coverage, **this must be clearly specified on the quote request form**. We will review and respond to such requests accordingly and may adjust pricing to reflect any additional insurance premiums.

ii. Self-Insured Workers' Compensation & Disability - AHG Security Services is **self-insured for workers' compensation and disability coverage** for our security personnel. We have internal policies and procedures in place for security guards to report injuries and file the appropriate forms. Under these circumstances, AHG Security Services works directly with affected employees to ensure support and fair treatment. **Note: The cost associated with this self-insurance is factored into the final price of each cost proposal.**

c. Commercial Auto Insurance & Mobile Patrols

i. Commercial Auto Insurance Policy - AHG Security Services does **not carry commercial auto insurance on a regular basis**. However, **if a purchaser requests mobile patrol services**, AHG Security Services will obtain the necessary commercial auto insurance coverage to fulfill the request.

1. By default, **auto policies will be secured with state minimum limits** unless the purchaser specifies otherwise on the quote request form.

2. If specific coverage limits are required, the purchaser must provide those details in advance so AHG Security Services can secure appropriate coverage and adjust pricing accordingly.

ii. Use of Independent Contractor Vehicles for Mobile Patrols - In some cases, AHG Security Services may assign mobile patrol duties to **security guards who operate as independent contractors using their own personal vehicles**. The following applies in such instances:

1. Security guards operating their own vehicles for mobile patrol services sign **full indemnification agreements** that indemnify the purchaser from liability in the event of damage to the guard's vehicle.
 2. While **AHG Security Services strongly recommends** that independent contractors obtain insurance that covers personal vehicle use for work purposes, **we do not require** such insurance.
 3. In the event a security guard's vehicle causes damage while patrolling for a purchaser, AHG Security Services will work with the purchaser to address repairs. However, **any determination of liability will be governed by the indemnity section of the Terms & Conditions.**
- d. Purchaser Responsibility for Property Conditions in Relation to Mobile Patrols - While AHG Security Services may assign mobile patrol responsibilities to security guards who operate as independent contractors using their personal vehicles, and while those guards sign full indemnification agreements that indemnify the purchaser from liability for damage to their personal vehicles, the following conditions and limitations apply:
- i. Property Maintenance Obligation - The existence of an indemnification agreement between the security guard and the purchaser does not excuse or absolve the purchaser from maintaining the patrol areas in a reasonably safe and serviceable condition. If a failure by the purchaser to maintain the patrol area—such as unaddressed potholes, broken pavement, obstructions, or other hazardous conditions—results in damage to a guard's personal vehicle during a patrol assignment, the purchaser will be held liable for such damage despite the indemnity agreement.
 - ii. Responsibility in Event of Accidents Due to Property Conditions - If a security guard using their personal vehicle is involved in a vehicle accident while patrolling the purchaser's property, and the cause of the accident is determined to be due to a property-related issue—such as failure to remove snow or ice, improper lighting, obstructed access, or other unsafe conditions—the purchaser's indemnification by the security guard shall be nullified, and the purchaser will bear full liability for resulting damages, injuries, or losses.
 - iii. No Waiver of Property Condition Responsibilities - The indemnification agreements signed by security guards do not relieve the purchaser of their ongoing responsibility to ensure the safety, accessibility, and upkeep of the patrol environment. Indemnification does not provide a license for negligence or inattention to hazardous conditions. Purchasers must continue to take proactive and reasonable steps to address maintenance, snow removal, and hazard mitigation to protect the safety of all personnel operating within the patrol areas.

G. Policies on Property, Equipment & Appearance

37. 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 selecting AHG Security Services as their security vendor may choose one of the following uniform styles for all assigned security personnel:
 - i. Traditional
 - ii. Formal
 - iii. Casual
 - iv. Covert
 - b. Descriptions of each uniform style, including visual details and how each security rank is represented within each style category, are outlined in Attachment 3 of the terms & conditions.
 - c. Style Selection Parameters - Purchasers are granted the option to choose only the uniform style category. AHG Security Services will assign specific uniform components based on the selected style and corresponding employee rank, in strict adherence to the guidelines established in Attachment 3.
 - d. Temporary Uniform Use During Initial Phase - Due to the operational requirement that AHG Security Services commence services within two (2) weeks of cleared payment, and in recognition of uniform production and delivery lead times, all Purchasers are hereby advised that:
 - i. For the first several weeks of service, AHG Security Services personnel may be issued **temporary uniforms** that match the selected style category (Traditional, Formal, Casual, or Covert).
 - ii. These temporary uniforms will align visually with the chosen style to the greatest extent practicable and will maintain professional appearance standards.
 - iii. Once the official AHG Security Services uniforms arrive, all personnel will be instructed to **transition promptly** and exclusively wear the standard AHG Security Services uniforms assigned to their rank and post.
 - iv. Purchasers are not permitted to delay service commencement or request postponement of services based on uniform arrival timelines, as AHG Security Services considers operational readiness a priority.
 - e. No Customization Clause - To maintain operational efficiency, supply chain consistency, and uniform standards across service sites, AHG Security Services will not accommodate custom or hybrid uniform requests. For example:
 - i. If a Purchaser selects the Traditional uniform style and requests that guards wear white shirts and black pants instead, this request will not be honored.
 - ii. Under the Traditional style, security personnel will wear the standardized components specified for their rank, as described in Attachment 3.
 - f. Rank-Specific Uniforms - Each security guard assigned to a Purchaser's location will wear the uniform corresponding to both the Purchaser's selected style and the guard's rank. This ensures consistency, professionalism, and ease of role recognition across the security team.
38. Equipment, Technology, and Storage Responsibility Policy - To ensure that security operations run smoothly, efficiently, and in accordance with contractual obligations, this policy defines the responsibility of Purchasers regarding the provision, maintenance, and

accessibility of storage space, equipment, hardware, and software necessary to support AHG Security Services' personnel during the Service Term.

a. Purchaser Responsibility - Unless otherwise explicitly specified on the quote request form, Purchasers are solely responsible for providing and maintaining all storage space, equipment, hardware, and software required to carry out the security operation. This responsibility includes:

- i. Provision of the actual items and/or storage space
- ii. All costs associated with purchase, lease, rental, financing, maintenance, refurbishment, and replacement

b. For the purpose of this policy, the term "purchase" also includes any items or services that are leased, rented, or financed by the Purchaser.

c. Examples of Purchaser-Provided Items

- i. This includes, but is not limited to, the following categories and examples:
 1. Communication Systems - walkie talkies, call buttons, blue light systems;
 2. First Aid & Emergency Medical Supplies - First Aid Kits, CPR/AED Kits, Anti-Choking devices, Narcan/naloxone;
 3. Fire safety equipment - fire extinguishers;
 4. Hazard Control Supplies - Sharps containers, Bloodborne pathogen & infection control kits, Spill kits, Caution tape and cones;
 5. Crowd Control Equipment - Security wands, Metal detectors;
 6. Storage Spaces - Lockers, safes, vaults; Storage rooms for first aid kits, fire extinguishers, walkie talkies, and lost-and-found items;
 7. Office Furniture & Fixtures - Desks, chairs, tables; Tabletop lighting; Stanchions;
 8. Office Technology & Networks - Computer hardware and servers; Computer accessories (keyboard, mouse, printer); Internet access; Electronic file storage; Security software and associated logins; Physical and electronic access devices (swipe cards, key fobs, keys, passcodes);
 9. Office & Operational Supplies - Pens, paper, logbooks; Printer ink, forms; Trash cans and liners; Hand wipes and/or sanitizer;
 10. Personal Protective Equipment (PPE) - Gloves (nitrile or vinyl); Face masks, face shields, goggles; Hard hats, full-body suits; Hearing and respiratory protection;
 11. Outdoor Operational Amenities - Guard booths; Gatehouses.

d. Damage Accountability - If an **AHG Security Employee intentionally causes damage** to any Purchaser-provided storage space, equipment, hardware, or software, **AHG Security Services will assume responsibility**. In such cases, AHG Security Services will **pay for the repair and/or replacement** necessary to return the item(s) to the condition that existed **immediately prior to the damage**.

39. Key and Access Device Provision & Accountability Policy - To support secure and efficient security operations, this policy supplements the Equipment, Technology, and Storage Responsibility Policy by defining the responsibilities of Purchasers with respect to the provision, maintenance, and replacement of keys and access devices at security accounts managed by AHG Security Services.

- a. Purchaser Responsibilities: Key and Access Device Provision - Unless otherwise explicitly stated in the quote request form or contractual agreement, Purchasers are solely responsible for all costs and logistics related to the provision of keys, key fobs, access cards, and other access-related equipment necessary to fulfill security functions, including but not limited to building locks and unlocks. Purchasers shall:
- i. Provide Keys and Access Devices:
 1. Furnish all keys, key fobs, access cards, and similar access tools required for AHG Security Services personnel to carry out their assigned duties.
 2. Ensure devices are functional and properly assigned prior to service commencement.
 - ii. Full Keyring Sets (More than 5 Keys):
 1. For accounts where more than five (5) keys are required per keyring, defined as “more keys per keyring,” Purchasers must provide enough full keyring sets for the maximum number of security guards scheduled per shift.
 2. In addition, Purchasers must also provide (at their own cost) a smaller, essential-key-only set to be issued to each AHG Security Guard. These smaller sets are considered part of the AHG Security Guard’s uniform and will be subject to AHG Security Services’ internal equipment return policies.
 - iii. Minimal Keyring Sets (5 Keys or Fewer):
 1. For accounts defined as “less keys per keyring,” where keyrings include five (5) or fewer keys, individual key issuance will occur for each guard requiring access.
 2. In such cases, there will be no departmental or shared keyrings transferred between shifts.
- b. Damage, Loss, and Reimbursement Policy
- i. Loss or Damage by AHG Security Guard:
 1. AHG Security Services maintains internal policies requiring security personnel to care for all issued equipment and return it upon separation.
 2. In the event an AHG Security Guard loses keys resulting in the need for locks to be replaced or keys to be reissued, AHG Security Services shall reimburse the Purchaser as follows:
 - a. **\$20.00 per lock** that must be replaced.
 - b. **\$10.00 per key** that must be added to a keyring or issued individually, including those issued to both AHG Security Services staff and the Purchaser’s personnel.
 - ii. Unintentional Damage Clause:
 1. If keys or access equipment are damaged unintentionally—**defined as damage occurring without malicious intent by an AHG Security Guard**—then the Purchaser shall be solely responsible for covering the full cost of:
 - a. All key replacements across affected keyrings;
 - b. Reissuance of individually issued keys to AHG Security Services staff and Purchaser personnel;

- c. Replacement or reprogramming of access devices such as key fobs or access cards, and any necessary changing of locks.
 - iii. Reimbursement Process:
 - 1. Reimbursements from AHG Security Services (when applicable) will be aggregated with any other amounts due to the Purchaser during the relevant payroll period.
 - 2. Refunds will be issued via check or direct deposit concurrent with AHG Security Services payroll disbursement.
 - c. Incident Liability and Replacement Urgency
 - i. Immediate Replacement Mandate:
 - 1. In the event of key loss, the Purchaser must **immediately** execute all actions necessary to change locks and reissue access devices to eliminate potential security risks.
 - 2. AHG Security Services shall maintain no liability for any incident resulting from a lost key if the Purchaser fails to act with immediacy. "Immediate" in this policy implies same-day action unless otherwise constrained by external emergency factors.
 - d. Accountability & Recordkeeping
 - i. AHG Security Services will maintain detailed logs of key issuance and returns at each security account.
 - ii. These records will be reconciled with each Purchaser for tracking, auditing, and accountability purposes.
40. Workplace Safety & Utilities Responsibility Policy - At AHG Security Services, the safety and well-being of our security personnel is a top priority. In order to ensure a safe and legally compliant working environment, this policy establishes the responsibilities of Purchasers regarding OSHA workplace health-safety standards and utility provisions at all Guard Sites.
 - a. Purchaser Responsibilities for OSHA Workplace Health-Safety Compliance - Purchasers are **solely responsible** for maintaining OSHA-compliant workplace health and safety conditions at any facility or site where AHG Security Services is contracted to provide security personnel. This responsibility applies for the **entire length of the service term**. The **Health-Safety** responsibility includes, but is not limited to:
 - i. **Pest control** (including infestation prevention and remediation)
 - ii. Cleaning and sanitation
 - iii. Property preservation and maintenance
 - iv. Hazard identification and control
 - v. **Personal Protective Equipment (PPE)**, if required for site conditions
 - b. Purchasers must ensure that all working environments are maintained in accordance with federal, state, and local OSHA guidelines for workplace safety.
 - c. Purchaser Responsibilities for Utility Provision - Purchasers are **solely responsible** for providing and covering the costs of the following **utility services** at Guard Sites:
 - i. Water
 - ii. Electricity
 - iii. Cooling and Heat
 - iv. Emergency Phone Line

- v. Waste Disposal
 - d. These utilities must be reliably available to support a safe and functional working environment for AHG Security personnel.
 - e. Special Site Conditions - In cases where the Guard Site is a:
 - i. Construction site
 - ii. Partially or fully vacant building
 - iii. Outdoor space (e.g., parking lots, parks, event grounds)
 - iv. Underground or exposed environment
 - f. ...and AHG Security personnel are required to be present in such conditions for any portion of their assigned duties, the **Purchaser is responsible for making all necessary arrangements** to ensure continued OSHA compliance and access to essential utilities at **their own cost**. Such arrangements may include, but are not limited to:
 - i. Portable sanitation units
 - ii. Temporary power or heating sources
 - iii. Shelter from environmental exposure
 - iv. Mobile hand washing stations
 - v. Adequate lighting and communication access
 - g. Purchasers are prohibited from denying AHG Security Guards access to the provided arrangements. However, Purchasers may request that AHG Security Guards limit the time they spend using these arrangements and remain proactive in fulfilling their assigned job duties.
- 41. Parking Policy - In all circumstances where AHG Security Services is contracted to provide services, the Purchaser shall ensure that parking accommodations for AHG Security Services vehicles, on-site security personnel, and administrative staff overseeing the account are provided free of charge.
 - a. Purchaser-Managed Paid Parking: - If the Purchaser maintains a parking area where customers of their business are required to pay for parking—regardless of whether the Purchaser manages this system directly or through a third-party vendor—it is expressly prohibited for any AHG Security Services vehicle or any AHG Security Services personnel assigned to the account to be charged for parking. The Purchaser is further prohibited from offering reimbursement to AHG Security Services to offset parking costs. The Purchaser must instead supply the necessary equipment, technology, or access credentials that allow all AHG Security Services vehicles and staff to enter and exit the parking facilities without incurring charges.
 - b. Third-Party or Landlord-Controlled Parking: - If the Purchaser operates in a facility where parking is owned or managed by a third-party entity or landlord, and where paid parking is in place, the Purchaser is responsible for engaging with said third party or landlord to secure free parking accommodations for all AHG Security Services vehicles and staff assigned to the contract. **Proof of such arrangements is required no later than seventy-two (72) hours prior to the contract commencement date.** Failure to provide this documentation may result in a delay or suspension of services until the issue is resolved to the satisfaction of AHG Security Services.
 - c. Municipal or City-Operated Parking: - If the only available parking in the area is operated by a municipal, city, or governmental authority, and if that authority offers parking passes to businesses for the purpose of securing free street or lot

parking, the Purchaser shall be required to obtain and provide these passes to all AHG Security Services vehicles and personnel assigned to the account—provided the Purchaser’s business qualifies for such a program under municipal rules.

- d. Towing Liability: - In any instance where an AHG Security Services vehicle, or a personal vehicle belonging to a security guard or administrative staff member assigned to the account, is towed from a location under the parking oversight of the Purchaser, the Purchaser’s landlord, or any third-party acting on the Purchaser’s behalf, the Purchaser shall be fully responsible—at their sole cost—for the immediate recovery of the vehicle from the towing or impound facility. This responsibility includes all towing and storage fees and any costs incurred due to delay in recovering the vehicle.
- e. Credential Management and Accountability: - AHG Security Services will maintain an internal log as a formal record of any company vehicle and/or employee who receives access credentials or equipment enabling free parking. These credentials will be treated as company equipment, and per AHG Security Services’ internal policies, must be returned upon an employee’s departure from the company. If AHG Security Services is no longer the contracted security provider at the conclusion of the service term, all parking access equipment issued by the Purchaser shall be returned to the Purchaser. In cases where physical equipment does not need to be returned, AHG Security Services will use its credential log to reconcile access distribution with the Purchaser, ensuring that only those vehicles and staff with a justified operational need are receiving and utilizing the parking accommodations.

H. Ethical Conduct & Relationship Management

- 42. Mutual Respect Policy - At AHG Security Services, we are committed to conducting all services and business relationships with professionalism, integrity, and respect. It is a core principle of our operations that mutual respect be upheld in all interactions, communications, and contractual dealings. It is strictly against the Terms & Conditions for either AHG Security Services or Purchasers to engage in disrespectful, hostile, or unprofessional behavior toward one another. This expectation applies equally to all representatives involved, including employees, supervisors, managers, and directors of both AHG Security Services and the Purchaser’s organization. Maintaining a respectful and cooperative working environment is essential to the successful delivery of services and the overall business relationship. Violations of this policy may be considered a breach of contract and could result in appropriate corrective actions.
- 43. Mutual Respect Policy Sanctions & Enforcement Clause - At AHG Security Services, upholding mutual respect is not only a core principle but a binding expectation for all parties involved in the provision and receipt of services. To reinforce the importance of this standard, the following enforcement measures apply to any violation of the Mutual Respect Policy as outlined in AHG Security Services’ Terms & Conditions:
 - a. Sanctions for Violations - If a violation of the Mutual Respect Policy occurs—defined as any instance of disrespectful, hostile, or unprofessional behavior between representatives of AHG Security Services and the Purchaser’s organization—a monetary fine shall be imposed as a deterrent and corrective measure.
 - i. **First Violation:** \$500 fine

- b. Handling Discontent with Assigned Security Personnel - If a Purchaser expresses dissatisfaction with an AHG Security Services employee assigned to their account, the following process applies:
 - i. Notification & Reason Required - The Purchaser must **clearly state the reason** for their dissatisfaction. AHG Security Services treats such cases as job performance matters and requires documented reasoning to ensure compliance with employment law and internal standards.
 - ii. Internal Review & Discretion - Upon receiving the Purchaser's concerns, AHG Security Services will conduct an **internal investigation**. The findings of this investigation, along with AHG Security Services' **sole discretion**, will determine whether the employee should be removed or reassigned.
 - iii. Removal Process - If removal is warranted, **AHG Security Services will determine the appropriate timeline and method** for transitioning the employee out of the assignment, balancing client needs with fair employee treatment.
 - c. Corporate Employee Discontent - If the discontent is directed toward a **Corporate AHG Security Services employee** (non-security staff), the employee will **continue performing their internal job functions**, but communication with the Purchaser will be **restricted** or reassigned as needed to maintain professionalism.
 - d. Criminal Allegations - In situations where the concern involves **alleged criminal behavior**, the following applies:
 - i. The Purchaser must provide **documented proof** of the alleged offense.
 - ii. The offense must qualify as a **crime under the New York State Consolidated Penal Code**, specifically as a **misdemeanor or felony**.
 - iii. Upon receipt and verification of such proof, **AHG Security Services will immediately remove the employee** from the Purchaser's account.
 - iv. AHG Security Services will **not obstruct, prevent, or hinder** the Purchaser from pursuing legal action or pressing charges against the removed employee, if applicable.
45. Charitable Donations - At AHG Security Services, we are committed to giving back to the community through charitable contributions and support of causes that align with our values and mission. We maintain a designated list of charities and causes that we contribute to on a regular basis. While we value the relationships we build with our purchasers, it is important to clarify that it is against the terms and conditions of doing business with AHG Security Services to require, as a condition of purchase or partnership, that AHG Security Services donate to a specific charity or sponsor events. We welcome and encourage our purchasers to share information about charities or causes they support. All such suggestions will be reviewed internally, and any decision to contribute to a new cause or event will be made solely at the discretion of AHG Security Services. Contributions will only be made if the charity or cause is found to be consistent with our company'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