

# AHG SECURITY SERVICES

## TERMS & CONDITIONS – MASTER REFERENCE DOCUMENT

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## **ARTICLE I – INTRODUCTION & FOUNDATIONAL PRINCIPLES**

### **1. Purpose**

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

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

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.

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### 2. Definitions

- a. Purchaser – the individual or business entity that selects AHG Security Services to protect their assets, property, and/or business interests.
- b. Term Length – the amount of time (stated in the Terms & Conditions) AHG Security Services will provide security for. The term length is requested by a purchaser on the quote request form. Once agreed, the term length is generated into the scope and then adopted into the Terms & Conditions Document.
- c. Commencement Date – the date (stated in the Terms & Conditions) AHG Security Services begins providing security. Before a Commencement Date may be set, the cost proposal must be agreed to, signed off on, and the first payment must have cleared. The commencement date is 14 calendar days after the payment has cleared. See more details in the **purchaser payment policy section (#25)**.
- d. Expiration Date – the last date (stated in the Terms & Conditions) AHG Security Services provides security for a purchaser. The expiration date is calculated by considering the term length and computing from the commencement date.

### 3. 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. For example, 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.

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- ii. Defined Service Framework – The Terms & Conditions Document clearly defines: service structure, scope and limitations, payment terms, liability and responsibility, and 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.
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### 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 provide in-depth detail on specific subjects covered at a high level in the main Terms & Conditions Document. They allow AHG Security Services to maintain a concise and readable main document while offering full transparency and policy clarity. Attachments are non-negotiable and standardized.

Examples include: Expanded interpretation of NYS Penal Law Article 35 (Use of Force); Indemnification scenario breakdowns supporting the Indemnity Policy.

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 address Purchaser-specific operational or contractual needs. They supplement—but may not override—existing AHG Security Services policies or provisions. Addendums are used to handle site-specific expectations, procedural transitions, or unique service conditions.

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Examples include: a Scope of Services derived from the Quote Request Form; 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).

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 – 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.

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.”

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.

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### 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.

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## ARTICLE II – ORGANIZATIONAL STRUCTURE & ENGAGEMENT RULES

### 6. Rank Structure

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

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

b. Security Coordinator – the first rank above Security Guard; Security Coordinators are first line supervisors on the accounts they oversee and support. Security Coordinators are primary business representatives on the accounts they oversee and secondary business

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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.

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### **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 Security Services will not provide services at that location under the following conditions:
  - i. OneService has submitted a formal bid to the Purchaser for security services at that location within the past six (6) months; or
  - ii. OneService has provided security services at that location within the twelve (12) months immediately preceding the anticipated start date of AHG Security Services.
- b. Multi-Location Businesses – If the Purchaser operates out of multiple business locations, the above restrictions shall apply only to those specific properties where OneService has:
  - i. Submitted a formal bid for services within the past six (6) months; or
  - ii. Provided security services within the past twelve (12) months.
- c. For clarity, AHG Security Services may provide services simultaneously at other properties operated by the Purchaser where neither a bid has been submitted by OneService within the past six (6) months, nor has OneService provided services within the past twelve (12) months.
- d. Responsibility of Disclosure – The Purchaser is responsible for disclosing all current and past security service relationships with OneService that may affect AHG Security Services' eligibility to provide services, in accordance with this policy.

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

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

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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.

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### 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.

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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.

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.

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### 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

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- 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.
  2. Hire an AHG Security Services employee who has quit or been terminated from AHG Security Services while AHG Security Services remains the contracted security provider at the Purchaser's site.

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

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

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### 10. Transition & Employment Policy

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

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

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

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

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

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

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

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

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

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

## ARTICLE III – SERVICE AVAILABILITY, SCOPE & OPERATIONAL MANAGEMENT

### 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.

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### 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

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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: full street address; city or locality name; state and ZIP code.

iii. The Purchaser must complete and submit AHG Security Services' 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.

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### 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

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and local regulations. All AHG security guards are individually licensed and registered as required under applicable security guard regulations. AHG Security Services only accepts contracts for work that falls within the legal scope of duties permitted under a standard security guard license.

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

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

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

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

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### 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:

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

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### **15. Optional Services Available Upon Request or Operational Necessity**

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

- a. Patrol Vehicles & Related Operational Costs – AHG Security Services can supply properly equipped patrol vehicles for mobile security operations. The service includes all related costs such as fuel, vehicle maintenance, insurance, routine vehicle cleaning, and EZPass or equivalent toll service access, if applicable.
- b. Guard Tour & Incident Reporting Program – AHG Security Services offers a technology-based guard tour and incident reporting platform that enhances transparency and accountability during patrols. Up to 100 guard tour scan points can be placed throughout the facility. For optimal performance and simplicity, AHG Security Services highly recommends

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simpler guard tours with fewer scan points whenever possible. This system allows real-time tracking of guard movements and incident documentation, ensuring detailed reporting and accountability for service delivery.

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

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### **16. Patrol Vehicle Type**

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

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

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

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

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

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### 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.

## ARTICLE IV – SCHEDULING, HOURS & STAFFING ADJUSTMENTS

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### 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.

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### 19. Banked Hours

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

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

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

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

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

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

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

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

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

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

- a. Transitioning to a Different Security Vendor – If a purchaser chooses not to continue with AHG Security Services as their security vendor beyond their current term-length, no formal cancellation is required. Simply arranging for a different security vendor to begin coverage upon the conclusion of the current term-length is sufficient. Because AHG Security Services requires full payment before any new term-length begins, it is understood that if full payment is not received by the expiration of the current term-length, services will naturally conclude. AHG Security Services will assume a natural wind-down of operations with the purchaser unless otherwise directed by the purchaser.
- b. Notification of Term-Length Expiration – To ensure purchasers are aware of approaching term-length expirations, AHG Security Services will send email reminders at 90, 60, and 30 days prior to the end of the current term-length. These reminders are issued solely to cover legal and operational bases. AHG Security Services does not engage in pushy sales tactics or press purchasers for renewals.
- c. Banked Hours Usage and Notifications – Purchasers who maintain a bank of additional security hours may experience fluctuations in usage due to weeks that exceed their base contracted weekly hours. As the banked hours balance approaches zero, AHG Security Services will send balance updates. These notifications serve to keep the purchaser informed, but are not intended as pressure to purchase additional banked hour packages.

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

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

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### 21. Reduction of Hours

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

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

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

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

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

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

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### 22. Restored Security Hours

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

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

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- b. Restoration Proposal – Upon receipt of the written request, AHG Security Services will provide a formal restoration proposal. This proposal will include: a ramp-up timeline outlining how and when the additional hours will be implemented, and a detailed breakdown of restoration costs, including line items for staffing, administrative adjustments, and operational impacts.
  - c. Acknowledgement and Payment – To proceed with restoration, the purchaser must sign an acknowledgement form included in the proposal and submit full payment.
  - d. Effective Date of Restored Hours – The restored security hours will become active upon clearance of the full restoration payment.
  - e. Document Revisions – The Reduced Hours Document will be replaced by the Restoration Document in the official Terms & Conditions Document. The former Reduced Hours Document will be archived separately, stored within the same file folder as the Original Document for historical recordkeeping.
- 

### **23. Increased Security Hours**

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

- a. Request Submission – A request to increase weekly security guard hours may be submitted by a Purchaser only after a minimum of one (1) calendar week has passed from the original Service Commencement Date.
- b. Written Request – The request must be submitted in writing to AHG Security Services through the designated contact or notification system.
- c. Request for Increased Hours Form – AHG Security Services will provide the Purchaser with a standardized Request for Increased Hours Form.
- d. Increase Proposal – AHG Security Services will issue an Increase Proposal, which includes a clear timeline for implementation of the new hours, an updated cost calculation, and a new Grand Total.
- e. Purchaser Acceptance – To proceed, the Purchaser must sign the acceptance section of the Increase Proposal and submit full payment for the updated Grand Total.

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

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

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### **24. Minor Hours Modifications**

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

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

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

## **ARTICLE V – 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.

#### **25.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:

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- Stated guard hours listed on the Quote Form
- Account supervision hours
- Legally required benefit hours
- Banked hours (to support coverage and operational contingencies)

This total hour figure is then multiplied by the bill rate to calculate the payroll total.

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: uniforms; supplied or requested equipment, hardware, and software; hiring and training budget; insurance coverage; guard tour and incident reporting program; patrol vehicle and associated costs.

The sum of the payroll and all additional line items constitutes the Grand Total listed on the final Cost Proposal.

### **25.b 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.

### **25.c 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.

### **25.d Payment Requirements**

To initiate service, the Purchaser must sign the Agreement to Terms & Conditions and the Cost Proposal Form and submit payment for the Grand Total listed in the Cost Proposal.

- All payments must be made exclusively through the AHG Security Services online Payment Processing System (see Section 26: Payment Processing System).
- Payments will not be accepted in the form of cashier’s checks, personal checks, cash, or direct bank transfers outside of the approved payment processor.

### **25.e Service Commencement Timeline**

The official Service Commencement Date is scheduled for exactly two (2) weeks after the initial payment has cleared through the AHG Security Services Payment Processing System.

### **25.f Notification System**

From the date payment is submitted until the Service Commencement Date, the Purchaser will

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receive system-generated updates from notifications@ahgsecurity.services. This ensures clear, proactive communication throughout the payment processing and service preparation period.

**25.g Cross-Reference to Payment Decline Policy** – Purchasers are further bound by Term 36 (Payment Decline Policy), which outlines the retry schedule and consequences in the event of a declined payment.

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### 26. Payment Processing System Explanation

AHG Security Services utilizes a standardized Quote and Payment Processing System to ensure accuracy, transparency, and efficiency in contracting for services.

#### 26.1 Quote Generation

- The system begins by collecting the legal name of the business and/or individual responsible for contracting services.
- The purchaser must provide property information, including details of any hazards security personnel may encounter.
- The purchaser specifies the number of guards required, the guard schedule, and all relevant operational details.
- The purchaser selects the type of uniform for assigned security personnel.
- The purchaser identifies the type(s) of posts to be staffed (e.g., fixed post, mobile patrol, access control, or other specialized positions).
- The purchaser may articulate any specific addendums or instructions for their account.
- The purchaser selects a service term length.

#### 26.2 Automated Price Calculation

- Based on the purchaser's selections, the system automatically calculates a service price using AHG Security Services' established pricing formulas.
- The purchaser may review the calculated total.
- If satisfied with the quoted price, the purchaser may proceed to checkout.
- If not satisfied, the purchaser may adjust their selections, and the system will generate a new price.

#### 26.3 Quote Storage and Delivery

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- The purchaser may save a quote for future reference.
- Upon request, the system can send the saved quote to the purchaser's provided email address.

### 26.4 Payment Options

Purchasers may select from the following payment methods:

1. **Pay in Full** – One-time payment of the entire quoted amount.
2. **Pay in Full with Split Methods** – Full payment made at checkout using more than one payment method.
3. **Installment Pay** – Payment of the total amount in scheduled installments corresponding to the selected term length.

### 26.5 Binding Effect of Payment

- Submission of payment constitutes the purchaser's acceptance of the quote and full agreement to these Terms & Conditions.
- Payment obligations, timelines, and enforcement provisions are further detailed in **Section 25: Purchaser Payment Policy**, which governs all payment-related responsibilities.
- Upon successful payment, services are scheduled in accordance with AHG Security Services' commencement policies.

## 27. Refunds, Credits & Price Adjustments

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

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

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

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

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

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

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

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

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### 28. Service Term Commitment

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

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

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

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

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

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

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### **29. Split Service Post Coverage & Reimbursement Policy**

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

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

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

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

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### **30. 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.

a. Above-Minimum Wage Compensation – 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.

b. Compensation & Support Structure – AHG Security Services provides:

- Free company-sponsored savings plan.
- Health plan access for qualifying personnel.

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- Compensation for time spent using phones to complete electronic features, reporting tasks, or other mobile assignments.
- Financial support for guard card renewal and licensing fees.

c. Site-Sensitive Compensation Adjustments – AHG Security Services takes into account working environment and assignment conditions when determining pay. For example, guards who work outdoors or in extreme conditions receive additional compensation to reflect the physical demands of their role.

Because AHG Security Services consistently exceeds minimum wage obligations and provides a robust benefits package, the Purchaser acknowledges that prevailing wage clauses do not apply under these Terms & Conditions.

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### 31. 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 restrictions.

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 employee works—including overtime hours. The more hours an employee works, the more contributions are made to their savings plan.

b. 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.

c. AHG Security Services believes in supporting the financial goals and autonomy of its personnel. If an employee elects to work additional hours in order to grow their savings, that opportunity should not be restricted by third-party policies.

d. 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.

### 32. Chargeback Waiver & Purchaser Dissatisfaction Policy

This policy governs how Purchasers must address dissatisfaction with the services of AHG Security Services. By entering into this agreement, the Purchaser acknowledges and expressly waives their right to initiate a chargeback or reversal of payment through any payment

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processor or financial institution as a means of terminating this agreement or disputing service quality.

a. Waiver of Chargeback Rights – Because AHG Security Services provides professional services rather than physical products, Purchasers agree that disputes regarding the quality, adequacy, or delivery of services must be resolved through the contractual remedies outlined in these Terms & Conditions. The Purchaser therefore expressly waives the right to request or initiate a chargeback, reversal, or cancellation of payment through a bank, credit card issuer, or payment processor.

b. Service Dissatisfaction Procedure – If the Purchaser is dissatisfied with the quality of services provided by AHG Security Services, they must follow the resolution procedures described in these Terms & Conditions, which include:

Providing written notice of dissatisfaction with sufficient detail to allow AHG Security Services to understand the issue;

Allowing AHG Security Services a reasonable opportunity to investigate and address the concern; and

If resolution is not achieved, participating in binding mediation as the final step for resolving disputes, except where legal remedies are expressly preserved under the Mutual Respect Clause.

c. Legal Rationale – Under the Fair Credit Billing Act (FCBA) and comparable state laws, chargebacks are primarily intended to address fraud, unauthorized charges, or the complete failure to provide goods or services. Dissatisfaction with service quality does not qualify as grounds for a lawful chargeback. By contractually agreeing to this waiver, Purchasers confirm their understanding that service-related disputes must be resolved under the terms of this agreement rather than through financial institutions.

d. Binding Nature of Waiver – This waiver is a material condition of contracting with AHG Security Services. Purchasers who attempt to initiate a chargeback in violation of this policy shall be in breach of contract, and AHG Security Services reserves the right to pursue legal and financial remedies to recover any improperly withheld funds, along with associated costs, fees, or damages.

### **33. Indemnification of Payment Processor**

This policy establishes that the Purchaser expressly acknowledges that the third-party payment processor integrated into AHG Security Services' systems serves solely as a conduit for

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payment transactions and has no role in overseeing, guaranteeing, or enforcing the obligations of either party under this Agreement.

### a. Scope of Indemnification

The Purchaser agrees to indemnify, defend, and hold harmless the payment processor, including its affiliates, officers, employees, and agents, from and against any and all claims, demands, disputes, chargebacks, damages, liabilities, losses, costs, and expenses (including reasonable attorney's fees) that arise from or relate to:

The Purchaser's failure to comply with these Terms & Conditions, including locked-in term obligations;

Any chargeback attempt initiated by the Purchaser contrary to Section 34 (Chargeback Waiver & Purchaser Dissatisfaction Policy);

Any dispute regarding the scope, quality, or performance of services rendered by AHG Security Services;

The Purchaser's breach of any applicable law, regulation, or contractual duty connected to their payment.

### b. Role of the Payment Processor

The Purchaser understands and agrees that the payment processor is not a party to this Agreement and has no responsibility for:

The delivery, quality, or adequacy of services rendered by AHG Security Services;

Resolution of disputes between the Purchaser and AHG Security Services;

Refunds, reimbursements, or service credits outside of AHG Security Services' written policies.

### c. Legal Rationale

This indemnification is supported by the principles set forth in the Uniform Commercial Code (UCC) Article 4A, which governs electronic funds transfers in the United States. Under Article 4A, the rights and obligations related to payment orders rest with the originator (Purchaser) and beneficiary (AHG Security Services), not with intermediaries that simply facilitate the transfer. The Purchaser therefore waives any claim against the payment processor arising from dissatisfaction with services, attempted chargebacks, or contractual disputes, and agrees that their sole remedies rest within the framework of these Terms & Conditions.

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### d. Continuation of Purchaser Obligations

Indemnification of the payment processor does not release the Purchaser from their financial obligations under this Agreement, including timely payments, adherence to agreed Term Lengths, and compliance with all other policies contained herein.

### 34. Payment Decline Policy

This policy governs the procedures and consequences in the event that a Purchaser's scheduled payment is declined.

#### a. Purpose of Extra Weeks

The extra weeks included in the Purchaser's initial payment act as a financial safeguard to ensure uninterrupted payroll coverage in the event of a failed payment.

#### b. Retry Schedule

If a scheduled payment fails, the payment processor will automatically retry at the following intervals:

- 24 hours after the initial failed attempt
- 72 hours after the initial failed attempt
- 1 week after the initial failed attempt

#### c. Concurrent Payment Attempts

If a retry coincides with the next scheduled payment, the system will attempt to collect both the missed and the scheduled payments together. If both transactions clear successfully, services continue without interruption.

#### d. Failure to Cure Payment

If all retries fail, AHG Security Services reserves the right to suspend or terminate services at its discretion, any time between the last failed attempt and the point at which the extra weeks paid at the beginning of the Term have been fully consumed.

#### e. Continuity of Service

The Purchaser understands and agrees that continuity of service is contingent upon timely and successful payment processing, and acknowledges that AHG Security Services may

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immediately discontinue services once the payroll buffer created by the initial extra weeks has expired.

f. Cross-Reference to Purchaser Payment Policy – This policy is to be read in conjunction with Term 25 (Purchaser Payment Policy), which establishes the Purchaser’s core obligations regarding payment structure and methods.

## ARTICLE VI – LEGAL, LIABILITY & DISPUTE RESOLUTION

### 35. Indemnity

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

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

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

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

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

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

c. Excluded Duties – No Indemnification – AHG Security Guards are prohibited from performing the following non-security tasks: handling of money (except for logging found property);

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maintenance, custodial, or janitorial services; mechanical, electrical, or HVAC work; painting, carpentry, or general repairs; landscaping or snow removal; fire and safety system testing or inspections; OSHA or compliance-related tasks; vendor coordination or inventory management; or any physical labor tasks such as lifting, moving, or cleaning. Any incident resulting from these tasks is not covered under this policy.

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

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

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

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

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

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### 36. Addendums and Indemnity in Terms & Conditions

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

a. Facilitative Role in Addendum Preparation – AHG Security Services prepares and types addendums at the request and direction of the Purchaser. This is a facilitative role only and

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does not imply authorship or policy origination. AHG Security Services does not accept liability for any addendum content from an indemnity standpoint.

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

c. Purchaser-Specific and Non-Standardized Nature – Addendums are uniquely tailored to individual Purchasers and are not part of AHG's standardized policy framework. Their existence and terms do not reflect general practices or policies of AHG Security Services and shall not create grounds for indemnity claims against AHG.

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

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

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### **37. Lawsuit Accountability & Indemnity Resolution Policy**

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

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

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

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

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

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- e. Lawsuits Post-Term Expiration – AHG Security Services will only engage in legal matters for up to two (2) years from the official expiration date of the service term. After that period, all liability transfers to the Purchaser, even if AHG is named in the lawsuit.
  - f. Policy Scope Within 2-Year Window – Lawsuits arising within two years of expiration will follow the Indemnity procedures as though AHG were still vendor, provided the incident occurred during AHG's service period.
  - g. Prohibited Conduct – Purchasers may not misrepresent or manipulate facts to attribute liability to AHG for incidents involving a different vendor.
- 

### 38. Dispute Resolution

- a. Communication – Purchasers must attempt to resolve disputes first through direct communication with AHG representatives. If unresolved, disputes may be escalated to AHG management, and then to the President. The President's decision is final within AHG.
  - b. Mediation – If unresolved, disputes must proceed to mediation. AHG Security Services will cover the cost of mediation through the National Association of Certified Mediators. The mediator's decision is final and binding. Both AHG and Purchaser waive their rights to pursue disputes in New York State or Federal Court.
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### 39. Use of Force

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

- a. Training & Compliance – All guards receive mandatory training on Article 35, with periodic refresher training. Supervisors monitor use-of-force incidents, which are documented and reviewed internally.
  - b. Purchaser Awareness – Purchasers should be aware that guards are active security professionals and may lawfully use force when required to protect persons or property.
  - c. Reference – See Attachment 1 for a summary of Article 35.
- 

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### 40. 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:

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### Standard Insurance Coverage

#### General Liability Insurance

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

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

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

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### Requests for Higher Insurance Limits

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

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### Proof of Insurance

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

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

#### Rationale for Non-Additional Insured Policy

This approach avoids unintended liability transfer, keeps risk clearly allocated, aligns with indemnity provisions in these Terms & Conditions, and ensures cost efficiency. Each party

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remains responsible for its own risks and obligations, supported by appropriate insurance policies.

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### **Additional Coverage Considerations**

#### **Self-Insured Workers' Compensation & Disability**

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

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### **Commercial Auto Insurance Policy**

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

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

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### **Independent Contractor Vehicles for Mobile Patrols**

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

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

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### **Purchaser Responsibility for Property Conditions**

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

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

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

### **41. Ownership of Produced Work (Incident Reports, Daily Logs, etc.)**

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

#### a. Ownership

All written or electronic materials produced by AHG Security Services personnel in the course of providing contracted services—including, but not limited to, Incident Reports, Daily Activity Logs, Post Orders, Patrol Logs, Dispatch Records, Training Records, or any derivative documentation (collectively, "Produced Work")—remain the sole and exclusive property of AHG Security Services.

#### b. Purchaser Access

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

#### c. Confidentiality & Redaction

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

Personal identifiers of AHG Security Services employees,

Proprietary security procedures or patrol methodologies,

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

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

### d. Limitations on Use

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

### e. Retention and Custody

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

### f. Legal Standing of Produced Work

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

## 42. Liability Related to Ownership of Produced Work

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

### a. No Assumption of Liability

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

### b. Limitation of Liability

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

### c. Purchaser Use of Produced Work

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

### d. Legal Standing

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

## ARTICLE VII – POLICIES ON PROPERTY, EQUIPMENT & APPEARANCE

### 43. Uniform Style Selection Policy

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

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

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

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

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

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

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

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### 44. Equipment, Technology, and Storage Responsibility Policy

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

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

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

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

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### 45. Key and Access Device Provision & Accountability Policy

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

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- a. Purchaser Responsibilities – Purchasers must provide all keys, fobs, access cards, and similar devices required for AHG personnel to carry out duties. These must be functional and properly assigned prior to service commencement.
  - b. Full Keyring Sets (more than 5 keys) – Purchasers must provide enough complete sets for maximum staffing per shift, plus smaller “essential key” sets for each guard. These smaller sets are treated as part of the guard’s uniform and are subject to AHG equipment return policies.
  - c. Minimal Keyring Sets (5 or fewer keys) – Purchasers may issue keys individually, with no shared keyrings transferred between shifts.
  - d. Damage, Loss, and Reimbursement –
    - i. If keys are lost by an AHG guard, AHG will reimburse the purchaser \$20 per lock replaced and \$10 per reissued key.
    - ii. Unintentional damage (not malicious) is the purchaser’s responsibility, including lock changes and device reprogramming.
    - iii. Reimbursements from AHG, when applicable, are processed with payroll disbursements.
  - e. Immediate Replacement Mandate – If keys are lost, the purchaser must immediately change locks and reissue access devices. AHG bears no liability for incidents if the purchaser fails to act same-day (barring emergencies).
  - f. Recordkeeping – AHG Security Services will maintain detailed logs of key issuance and returns, reconciled with purchaser records for accountability.
- 

### **46. Workplace Safety & Utilities Responsibility Policy**

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

- a. OSHA Compliance – Purchasers are solely responsible for maintaining OSHA-compliant conditions, including pest control, sanitation, hazard mitigation, and PPE (if required by site conditions).
- b. Utility Provision – Purchasers must provide and cover costs for water, electricity, heating/cooling, emergency phone line, and waste disposal at guard sites.
- c. Special Site Conditions – At construction sites, vacant buildings, outdoor environments, or underground spaces, purchasers must provide additional arrangements to ensure OSHA

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compliance, including portable sanitation units, temporary power or heating, shelter, mobile handwashing stations, and adequate lighting/communication.

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

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### **47. Parking Policy**

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

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

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

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

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

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

## **ARTICLE VIII – ETHICAL CONDUCT & RELATIONSHIP MANAGEMENT**

### **48. Mutual Respect Policy**

AHG Security Services is committed to conducting all services and business relationships with professionalism, integrity, and respect. Mutual respect is a binding expectation in all interactions, communications, and contractual dealings.

It is strictly prohibited for either AHG Security Services or Purchasers to engage in disrespectful, hostile, or unprofessional behavior toward one another. This expectation applies equally to

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employees, supervisors, managers, and directors of both AHG and the Purchaser's organization.

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

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### 49. Mutual Respect Policy Sanctions & Enforcement Clause

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

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

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### 50. Purchaser First Rights

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

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- a. Purchaser Concerns – If dissatisfied with an employee, the purchaser must state the reason. AHG will investigate and determine whether reassignment or removal is warranted.
  - b. Removal Process – If removal is justified, AHG will manage the transition timeline.
  - c. Corporate Employee Discontent – If the issue involves corporate AHG employees (non-guards), their internal duties continue but communication with the purchaser may be reassigned.
  - d. Criminal Allegations – If concerns involve alleged criminal conduct:
    - i. The purchaser must provide documented proof of the alleged offense.
    - ii. The offense must qualify as a misdemeanor or felony under New York State Penal Law.
    - iii. Upon verification, AHG will immediately remove the employee from the account.
    - iv. AHG will not obstruct purchasers from pursuing charges or legal action against the employee.
- 

### 51. Charitable Donations

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

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

### 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.

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

<b>Term</b>	<b>Created By</b>	<b>Editable by Purchaser</b>	<b>Becomes Binding When</b>	<b>Purpose</b>
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