DSG LLC

On-Site Service Agreement

I _____ (hereinafter referred to as "client"), lawful owner or possessor of property located at _____ in TBD
OR TBD Enter into this agreement with DSG LLC (hereinafter referred to as "DSG")
Effective on TBD

Section 1. Description of Services

A. Guard Deployment & Operational Hours: DSG shall provide dedicated On-Site security guard services to Client between the hours of Time to Time . Officers shall remain physically stationed on the premises to maintain static visibility, conduct foot patrols, and deter criminal activity throughout the designated shift. To ensure complete operational flexibility, services may be conducted using marked or unmarked vehicles, and by uniformed or plain-clothed DSG officers.
B. Armed Certification & Enforcement Authority: For the safety of all parties, DSG prioritizes the deployment of armed private security officers certified by the Oregon Department of Public Safety Standards and Training (DPSST); however, DSG retains the absolute operational discretion to deploy qualified unarmed or supervisory personnel to ensure shift continuity. Officers shall enforce all applicable state laws and local ordinances, alongside any specific property rules set forth by Client. All enforcement and on-site tactical decisions remain at the sole, absolute discretion of the stationed DSG officers.

Section 2. Compensation & Billing Terms

A. Base Service Rates: Client shall pay DSG for on-site services provided under the terms of this Agreement a fee in the sum of _____ U.S. Dollars per hour, per stationed officer, or a flat recurring fee of _____ U.S. Dollars per month, as detailed in the attached service schedule.
B. Invoicing Cycles & Payment Terms: For ongoing, long-term security accounts operating on a month-to-month basis, services are billed monthly in advance; invoices are generated electronically on the 20th day of each calendar month preceding services and are automatically processed via Client's authorized credit card or ACH profile on the 1st day of the service month. For short-term, temporary, or event-based security accounts, billing will occur at the completion of the designated event/shift, requiring a mandatory 20% down payment prior to work beginning, with the final balance due on a Net 30 cycle. For single-day or single-shift security details, Client shall remit 100% payment in full on or before the day of the scheduled event prior to services commencing.
C. Late Fees & Interest Penalties: Failure to clear any outstanding balance on its designated due date will result in an immediate flat administrative late fee of $50.00 assessed on the second day following the past-due date. Additionally, past-due balances shall accrue cumulative interest at a rate of 2% per month (24% APR) until paid in full. DSG retains the absolute right to immediately suspend all on-site security guard services for past-due accounts, and Client remains fully liable for all standard contract fees throughout any suspension period.
D. Early Termination & Fee Retention: All fees and advance deposits paid to DSG are strictly non-refundable. In the event of early cancellation or termination by Client prior to the scheduled completion date, no refunds, credits, or prorating of fees for the remaining hours or days shall be issued, and all outstanding notice period balances remain immediately due and payable.
E. Force Majeure & Safety Suspension: DSG reserves the right to temporarily suspend services for any reason, regardless of cause, where the potential outcome could adversely affect the safety of officers, clients, or the public. Examples include, but are not limited to: natural disaster, man-made disaster, riots/protests, police/fire emergency, public health crises, or extreme weather conditions.

DSG LLC

On-Site Service Agreement

Section 3. Relationship of Parties

A. Independent Contractor Status: The parties intend an independent contractor-client relationship to be created with this agreement. Client is interested only in the results achieved by DSG, leaving the conduct and control of the work to lie solely with DSG officers.
B. Operational Control & Tools: DSG will determine the method and manner of performing services and shall provide all necessary tools required to complete these services, including but not limited to uniforms, computers, personal equipment, and vehicles.
C. Non-Employee Classification: DSG officers are not employees of the client and shall not receive or accept compensation or benefits from the client.

Section 4. Terms of Contract

The term of this contract shall run from TBD through N/A
(or check here if: ☐ month to month /indefinite)

A. Long-Term Agreement Duration & Auto-Renewal: For ongoing, long-term security accounts, the term of this Agreement shall operate on a rolling month-to-month basis from the date of inception and shall automatically renew on the first day of each calendar month. Either party may terminate a long-term agreement at any time, for any reason, by providing a minimum of thirty (30) days advance written notice to the other party. Because scheduling and personnel deployments are allocated in advance, Client remains fully liable for all standard monthly contract fees throughout the mandatory 30-day notice period.
B. Short-Term Event Cancellation Penalties: For short-term, temporary, or single-day event details, the contract term is strictly bound to the specific dates outlined in the attached Service Schedule. In the event Client cancels a scheduled short-term or temporary detail, Client shall remain immediately liable for the following liquidated cancellation fees: (a) Cancellation within 72 hours of the scheduled shift start time shall result in a fee equal to 50% of the total projected contract balance; (b) Cancellation within 24 hours of the scheduled shift start time shall result in a fee equal to 100% of the total projected contract balance. All cancellation balances are past due on the 2nd day following notice and subject to the standard interest penalties outlined in Section 2.

Section 5. Regulatory Licensing & Compliance

A. Corporate Licensure Warranty: DSG warrants and represents that it is duly licensed to perform services to be provided hereunder.
B. Agent Compliance: DSG further warrants that each of its agents has and shall continue to comply with all applicable state and local regulations in providing the described services.

Section 6. Liability & Indemnification

A. No Security Guarantee: Client acknowledges that the services to be provided are not a guarantee or assurance that the client will not fall victim to criminal activities.
B. Client Indemnity Hold Harmless: It is agreed that the client shall indemnify and hold DSG harmless from any and all claims, demands, liabilities, cause for action, or judgments of any kind whatsoever arising from the provisions of the above-described services by DSG.

DSG LLC

On-Site Service Agreement

C. Covered Claims Scope: This includes but is not limited to claims or actions of bodily injury, personal injury, false arrest, unlawful detention, malicious prosecution, libel, slander, invasion of privacy, or property damage.

Section 7. Non-Waiver of Performance

A. Enforcement Flexibility: The failure of either party at any time to require performance by the other party of any provision of this agreement shall not be deemed a continuing waiver of that provision or waiver of any other provision of this agreement.

Section 8. Attorney's Fees & Collection Costs

A. Pre-Litigation Legal Fees: In the event DSG must retain the services of an attorney for the purpose of enforcing any term or provision of this agreement, client hereby agrees to pay all of DSGs reasonable attorney's fees and collection costs, even though no suit or action is filed.
B. Litigation Outcomes: In the event a suit or action is filed, client agrees to pay in full all reasonable attorney's fees no matter what the outcome of the suit or action.

Section 9. Governing Law, Jurisdiction & Venue

A. Oregon Choice of Law: This agreement shall be construed under the laws of the state of Oregon.
B. Jurisdictional Mandate: Any suit or action regarding or arising out of the terms and conditions of this agreement shall be instituted and litigated in the courts of the state of Oregon and in no other.
C. Venue Designation: In accordance herewith, the parties hereto submit to the jurisdiction of the courts of the state of Oregon and agree that venue shall lie in the county of Hood River.

Section 10. Complete Integration & Modifications

A. Entire Agreement Clause: This agreement is completely integrated and contains the final expression of the terms and conditions of the agreement. No promise or understanding exists outside of this agreement and both client and DSG agree to these terms.
B. Client Certification: Client certifies that s/he has read the foregoing agreement in its entirety and understands its terms.

Property Owner /Lawful Possessor of Property:

Print:

Sign: _____

Date: TBD

DSG LLC: Licensed Executive Manager
Print: Kenton Chandler (DPSST #075178)

Sign: _____

Date: TBD

DSG LLC

On-Site Service Agreement

SCHEDULE (EXHIBIT A)

CLIENT & SITE PROFILE

Authorized Client Entity Name:

Authorized Site Location Name:

Physical Guard Post Address:

Primary Site Contact & Phone:

DESIGNATED DEPLOYMENT SCHEDULE

Weekly Operational Days: ☐Mon ☐ Tue ☐ Wed ☐ Thu ☐ Fri ☐ Sat ☐ Sun

Shift Times | **Start Time:** Time (Hours) | **End Time:** Time (Hours)

Staffing Details: Total Hours Per Shift: | Number of Officers:

FINANCIAL COMPENSATION STRUCTURE

Base Hourly Billing Rate: U.S. Dollars per hour, per stationed officer.

Flat Monthly Billing Package: U.S. Dollars per month (Long-Term Accounts).

Temporary Event Package Total: U.S. Dollars total contract balance (Short-Term).

Mandatory Initial Deposit Amount: U.S. Dollars (20% Down Payment).

SPECIAL LOGISTICAL PROPERTY INSTRUCTIONS

SIGNATURE OF AGREEMENT PROFILE

By signing below, both DSG and Client explicitly agree that the deployment hours, staffing levels, and financial compensation parameters detailed in this Service Schedule (Exhibit A) form an unassailable legal extension of the main Service Agreement. All services performed under this schedule are strictly governed by the master billing, liability, and enforcement terms outlined in the core contract.

Client Signature:

Print:

Date: TBD

DSG LLC: Executive Manager (DPSST #075178)

Date: TBD