DSG LLC

Patrol 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. Patrol Scope & On-Call Flexibility: DSG shall provide nightly property patrol services to Client between the hours of 19:00 and 06:00 on a random, rotating basis to disrupt criminal predictability. Client shall receive a target baseline of up to three (3) random patrol checks per night. To ensure absolute operational flexibility and immediate response to emergency calls for service, patrols and on-call responses may be conducted in marked or unmarked vehicles by uniformed or plain-clothed DSG officers. Officers shall enforce all applicable state laws and local ordinances along with any specified property rules set forth by Client. All field enforcement, routing variations, and tactical decisions remain at the sole, absolute discretion of the responding officers.

B. Parking Enforcement & Statutory Towing Authority: Parking enforcement shall be conducted at the sole discretion of DSG officers. DSG hereby notifies Client that, under O.R.S. 98.854 subsection 3, officers do not need to contact the property owner or lawful possessor of property to tow any vehicle that:

- **a)** Blocks or prevents access by emergency vehicles;
- **b)** Blocks or prevents entry to facility;
- **c)** Blocks a parked motor vehicle;
- **d)** Violates a prominently posted parking prohibition; or
- **e)** Parks without permission in a parking facility used for residents of an apartment that violate any of the following:
  - **(1)** There are more residential units than parking spaces;
  - **(2)** The landlord has issued parking tags or other devices that identify vehicles that are authorized to be parked on the premises;
  - **(3)** There are signs posted that are clearly readable by an operator of a motor vehicle. Client assumes sole responsibility for installing and maintaining all legally required parking signage across the premises.

Section 2. Compensation & Billing Terms

A. Base Rate: Client shall pay DSG for services provided under the terms of this agreement a fee in the sum of: _____ U.S. Dollars per month, per property.

B. Payment Terms & Advance Billing: Security services are billed and payable in advance. Upon execution of this Agreement, Client shall remit immediate payment for any prorated remaining days in the current calendar month before patrols commence.

Recurring monthly invoices are generated and delivered electronically on the 20th day of each calendar month preceding services. Invoices are due on the 1st day of the service month. Client shall maintain a valid, authorized credit card or ACH bank account on file within DSG's automated invoicing system (QuickBooks) for automatic processing on the due date. Failure to process payment on the due date will result in an immediate flat administrative late fee of $50.00 assessed on the 2nd day of the month. Additionally, the past-due balance 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 patrol and security services for past-due accounts. Client explicitly agrees that suspended accounts remain on regular monthly billing cycles, and Client remains fully liable for the standard monthly rate despite services being suspended.

DSG LLC

Patrol Service Agreement

C. Annual Market & Cost of Living Adjustment (COLA): DSG shall automatically adjust the monthly service rate on the annual anniversary of this Agreement. The adjustment shall be calculated using the rolling 12-month percentage increase in the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average. To ensure operational predictability, the parties agree to a strict "Floor and Ceiling" mechanism: The annual increase shall never be less than a minimum 5.0% adjustment (The Floor) and shall be capped at a maximum 10.0% adjustment (The Ceiling).
D. Early Termination & Fee Retention: All fees paid in advance are strictly non-refundable. In the event of early termination by either party prior to the end of a calendar month, no refunds, credits, or prorating of fees for the remaining days of that month shall be issued. All outstanding balances up to the final calendar date of the mandatory notice period outlined in Section 4 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.

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.
C. Non-Employee Classification: DSG officers are not employees of the client and shall not receive or accept compensation or benefits from client.

Section 4. Terms of Contract

A. Contract Duration & Auto-Renewal: The term of this Agreement shall operate on a month-to-month basis from the date of inception and shall automatically renew on the first day of each calendar month.
B. Termination Notice Window: Either party may terminate this Agreement at any time, for any reason, by providing a minimum of thirty (30) days advance written notice to the other party.
C. Pre-Allocated Scheduling Liability: Because route scheduling and guard deployments are allocated in advance, Client remains fully liable for all recurring monthly service fees throughout the mandatory 30-day notice period.

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 services described.

Section 6. Liability and 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.

DSG LLC

Patrol Service Agreement

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.
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 DSG's reasonable attorney fees and collection costs, even if 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 in regard to 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. Modification

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:	DSG LLC: Licensed Executive Manager
	Print: Kenton Chandler (DPSST #075178)
Print:	
Sign: _____	Sign: _____
Date: TBD	Date: TBD