

## K-9 PURCHASE AGREEMENT

This Agreement, entered and executed on this \_\_\_\_\_ day of August 2024, between Patriot K-9, LLC., c/o Jeanne M. Beal, registered agent, (hereinafter referred to as "Seller") and the City of Racine (hereinafter referred to as "Buyer").

WHEREAS the City of Racine Police Department (hereinafter referred to as "Police Department") desires to obtain a certified and trained dual-purpose patrol dog to assist in firearms detection and apprehension;

WHEREAS Patriot K-9, LLC., through its registered agent, has proposed the sale of a qualified canine to the Police Department for such purposes; and

WHEREAS, the City of Racine Police Department Chief has approved such proposal and authorized entering into an agreement with Patriot K-9, LLC.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Goods.** Seller shall transfer to Buyer ownership and possession of a twelve-month-old male Belgian Malinois canine known as "Bleu," (hereinafter referred to as the "canine").
2. **Purchase Price.** Buyer shall pay Seller a sum of \$9,500.00 U.S. dollars for the canine, payable not more than 30 days after the date of execution.
3. **Representations of Seller.**
  - a. Ownership. Seller represents that it is the legal owner of the canine; and further agrees to provide all documentation of ownership to Buyer upon execution.
  - b. Physical condition. Seller represents that the canine is healthy, in good condition, and has been vaccinated; and further agrees to provide all documentation regarding the canine's health and vaccination to Buyer upon execution.
  - c. Certifications. Seller represents that the canine has been certified and titled as to the PSP1 (patrol) and UPWDA static firearms detection standards, through Patriot K-9 LLC.
4. **Warranty.** Seller makes the following warranties, effective for a period of 12 months following the date of execution:
  - a. Firearms detection and apprehension. The canine shall pass regularly scheduled certifications around firearms detection and apprehension.
  - b. Patrol canine. The canine shall perform satisfactorily in the field as a patrol canine, as determined by the Canine Unit Commander.
  - c. Failure to meet warranty. If the canine fails to meet the certification or performance standards stated under sub a. or b. and fails to improve to the satisfaction of the Canine Unit Commander after 90 days of remedial training, Seller shall take back possession and ownership of the canine and issue a full refund to Buyer upon request of the City of Racine Police Chief.

**5. Transfer of ownership and liability.** Upon execution, Seller shall thereafter relinquish all rights and responsibilities to the canine. Buyer assumes ownership, risks and liability associated with the canine and acknowledges full responsibility for its care and custody upon execution of this agreement.

**6. Entire agreement.** This agreement constitutes the entire understanding of the parties and may not be amended without written consent from both parties.

In witness thereof, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Witnessed

\_\_\_\_\_  
  
\_\_\_\_\_

**CITY OF RACINE**

BY: \_\_\_\_\_

Cory Mason, Mayor

ATTEST:

BY: \_\_\_\_\_

Tara McMenamin, City Clerk

**PATRIOT K-9, LLC.**

BY: \_\_\_\_\_

Jeanne Beal, Registered Agent

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott R. Letteney, City Attorney