

K-9 PURCHASE AGREEMENT

This Agreement is entered into on this ____ day of _____, 2017, between **PATRIOT K-9, LLC., c/o Steven William Beal, registered agent**, hereinafter “Seller,” and the **CITY OF RACINE POLICE DEPARTMENT**, hereinafter “Buyer.”

WHEREAS, the City of Racine Police Department desires to obtain a certified and trained dual purpose patrol dog to assist in narcotics detection and apprehension; and

WHEREAS, Patriot K-9, LLC., through its registered agent Steven William Beal, 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:

1. *Goods.* Seller agrees to sell to Buyer a 24 month old female Belgian Malinois canine, registered with the American Kennel Club as “Dixie Loups De ‘L’ Orchidee,” otherwise known as “Dixie.”
2. *Purchase Price.* Buyer agrees to pay Seller a sum of \$1.00 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 as described in paragraph 1; and further agrees to provide any and 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 any and all documentation regarding the canine’s health and vaccination to Buyer upon execution.
 - c. *Certifications.* Seller represents that the canine has been certified as follows:
 - i. Canine has been certified as a dual purpose canine through Next Generation K-9 and has met the Department of Defense standard in this respect.

- ii. Canine has been certified and titled as to the PSP1 (patrol) and PSP2 (narcotic) standards through PSP Judge Michael West.
 - iii. Canine currently holds a patrol dog title, VSK (Vielseitigkeit Pruefung), for obedience, agility and protection, along with a Bh (Begleithund) title.
4. *Warranties.* Seller warranties, for a period of 12 months following the date of execution, that the canine will perform adequately as follows:
- a. The canine shall pass regularly scheduled certifications in the area of narcotics detection and apprehension.
 - b. The canine shall perform satisfactory in the field as a patrol canine, as determined by the Canine Unit Commander.
 - c. If the canine does not pass certifications as required or perform adequately in the field, and fails to improve to the satisfaction of the Canine Unit Commander after 90 days of remedial training, Seller agrees to take the canine back and issue a full refund to Buyer upon request of the Buyer.
5. *Transfer of ownership and liability.* Upon execution, Seller shall hereafter 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.
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 WHEREOF, the parties have set their hands and seals on the date first written above.

SELLER

BUYER

Signed: _____

Signed: _____

Print: _____

Print: _____

PATRIOT K-9, LLC.
Registered Agent

City of Racine Police Department
City of Racine Police Chief

Subscribed and sworn to before me
this _____ day of _____, 2017.

Notary Public, _____ County, WI
My commission (expires)(is): _____