



Police Service Dogs, Inc. Training Center

P.O. Box 152, Oxford, FL 34484

Office 305-274-0057

<http://www.psd9.com>

Date: January 5, 2021

Purchaser: Pinellas Park Police Department

Name of Handler: CPL G. Weaver

Badge No. 357

Name of Canine: Alko - DOB: 10/12/2019 - Chip #900182002132531

The following representations and conditions apply to the sale of the Canine described herein (the "Canine"):

SELLER'S REPRESENTATIONS

- a. As of the date of this agreement, the Canine is in good health and free of communicable diseases. All of the Canine's teeth are in good condition and there are no visible impairments.
- b. European Blue Book, Heartworm test results and X-ray CD were surrendered to the Buyer at the time of delivery.
- c. The Canine was fully tested in sociability, handler aggression, high play drive, high search drive, indoor/outdoor bite work with/without gunfire, and was environmentally tested.
- d. The Buyer has 72 hours to have the Canine examined by a veterinarian and to personally inspect the Canine. Any claims must be made within this time period and will be verified by Buyer's own veterinarian.

BUYER'S REPRESENTATIONS

- a. Buyer has accepted the Canine in good condition and agrees that Buyer has the opportunity to have the Canine examined at Buyer's own expense within 72 hours of acceptance by Buyer's own veterinarian.
- b. Once in Buyer's custody, the Buyer accepts full responsibility for the care, health and well being of the Canine training or any other motive including, but not limited to, transportation, veterinarian physicals, negligence of handler, etc.
- c. The Buyer had the full opportunity to examine the Canine and work with the Canine at Buyer's facility, prior to delivery of the Canine, and is satisfied with the Canine's sociability, handler aggression, high play drive, high search drive, indoor/outdoor, bite work with/without gunfire indoor/outdoor, and environment testing.
- d. Buyer is responsible for full cost of above-mentioned Canine upon leaving the kennel premises in case any of the above should occur. It is the handler's responsibility to keep the Canine's train ability in top shape.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The Canine may bite or cause damage to persons or property while in Buyer's care or during any handler's course at Seller's facility or elsewhere.

Buyer agrees to indemnify and hold forever-harmless Seller and Seller's agents, including, but not limited to, Lazaro Cabrera and/or Maria Cabrera, from any claims of injury to any person or property. Buyer and its employees, (handlers, etc.) and from any and all liability of any nature, for injury or damage sustained to Buyer and/or their Canine while in or out of training or thereafter, including any injury or damage resulting from action of other handlers or canines in or out of the training facility or any other training exercise, etc., and assume the risk of such damage or injury while attending any training session or any other function of Police Service Dogs, Inc., or while on the grounds of the training facility or at any training function at any location.

CHOICE OF LAW AND FORUM

Any litigation between the parties shall be brought and maintained in the County or Circuit Courts of Sumter County, Florida. This contract shall be interpreted under the laws of the State of Florida.

WAIVER OF JURY TRIAL

Seller and Buyer expressly waive any right to trial by jury in connection with any disputes arising under or pertaining to this Agreement.

MISCELLANEOUS

- a. Should the Canine need to be returned for any reason, the Canine needs to be in the same medical and temperamental condition as it was relinquished to the Buyer and/or handler.
- b. Because Seller has no control over the care and treatment of the Canine once it leaves Seller's possession, Seller will not accept return of a Canine who is not sociable.

WARRANTIES

The Canine is sold to Buyer "AS IS" and there are no warranties, expressed or implied of merchantability fitness for a particular purpose except as follows:

Limited Warranties

GENETIC - Seller warrants the Canine as being free of genetic defects. In the event, within one (1) year of the execution of this agreement, a qualified veterinarian certifies the canine to have a genetic defect, Buyer may return canine at Buyers' expense to Seller. NOTE: Spondylosis is not considered genetic.

PERFORMANCE - Seller, three (3) months after the execution of this agreement, warrants the suitability of the Canine to obtain patrol and/or detection certification. In the event the Canine cannot obtain certification, the Buyer may return Canine at Buyers' expense to Seller. In such event, the Buyer's exclusive remedy shall be limited to the full refund of the purchase price. NOTE: Separation anxiety is not considered a performance issue by the parties.

ENTIRE AGREEMENT

This entire agreement constitutes an agreement between Buyer and Seller and the Agreement may not be amended, modified, or supplemented except by a written instrument signed by all parties hereto.

REPRESENTATION OF AUTHORITY

Buyer's Agent, whose signature appears below, has full authority on behalf of the BUYER to enter into this transaction and fully bind BUYER to its terms and conditions.

BUYER:

Sign

Print

SELLER: Police Service Dogs, Inc.

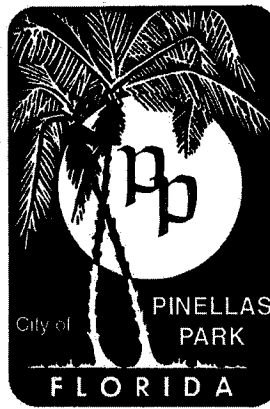
Sign

Print

City of

PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

January 6, 2021

Sergeant Cassidy Perry
Pinellas Park Police Department
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #21-009
Police Service Dog Contract - ALKO

Dear Sergeant Perry:

We have received and reviewed the above-mentioned Contract with Police Service Dogs, Inc. We would approve of the Contract as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Lisa Hendrickson, Assistant City Manager
Bart Diebold, Assistant City Manager
Chief Michael Haworth
Captain Adam Geissenberger

JWD/cb

21-009.01062021.LSCP.Police Serv. Dog Contract-ALKO.wpd



PRINTED ON RECYCLED PAPER