

## ***KASSEBURG CANINE TRAINING CENTER***

### ***Purchase Agreement for Untrained Single Purpose K-9***

***Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Kasseburg Canine Training Center, 767 Hillsboro Circle, New Market, Alabama 35761, Pam Rogers, hereinafter referred to as Seller and the:***

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***hereinafter referred to as Buyer.***

### ***RECITALS***

***It is the intent of the parties that Seller shall provide to Buyer, one untrained dog, which has passed trainers selection testing process along with Buyers medical evaluation. The dog shall be suitable for the purpose of detection. Seller is an independent contractor engaged in the business of providing trained dogs to law enforcement agencies. Buyer is a municipal agency desirous of obtaining an untrained dog for the purpose of detection.***

***It is understood that the dog(s) will be exposed to members of the general public singly and in crowds, with and without animals and other distractions, in calm and excited states, with benign and hostile intentions and attitudes.***

### ***AGREEMENT***

***In consideration of the above recitals and the following mutual covenants, the Parties agree as follows:***

***Section One: Selection Criteria***

*Seller shall select and acquire for Buyer potential detector canine which will be presented for testing by the Buyers chosen trainer or Buyers chosen selecting official.*

*Section Two: Terms*

*Buyer shall pay Eight Thousand Five Hundred Dollars (\$8500.00) for the selected Canine. Payment shall be submitted at the time of selection and acceptance of the dog by means of departmental check, wire transfer of funds, departmental check or credit card including a 5% additional fee). Included will be a sky kennel for transport, a flat collar and one days dog food. Buyer should bring suitable leash, water and food bowls and water for return trip.*

*Section Three: Health Warranty*

*Seller warrants that the purchased canine shall be sound and free from genetic trauma or pathologic defect for a period of one year from date of purchase.*

*Radiographs of hips, and elbows shall be provided to the Buyer. Radiographs will be reviewed by two licensed veterinarians prior to delivery to Buyer to assure they are acceptable for a working dog. Purchasing agency shall have the option to have departmental veterinarian review radiographs at their discretion. Any preventable disease, trauma, or infection, which may occur, is the responsibility of the Buyer during the warranty period of time. Any and all medical evaluations conducted on the dog shall be available to Sellers veterinarian. Should an agreed medical evaluation of the purchased dog shows that this dog is permanently eliminated from performing its trained duties, and meets the specifications for replacement above, Seller shall replace the dog. Buyer shall arrange delivery of the purchased dog to the Seller and Seller shall have a suitable replacement dog available for the Buyer. Canine shall be free of*

*heart worms and be on preventive medications at Buyers locations prior to presentation for sale.*

***Section Four: Non-Assignment of Contract***

*It is agreed by the parties that there will be no assignment or transfer of this contract, nor of any interest or obligation under this contract.*

***Section Five: Instrument of Entire Agreement***

*This agreement contains the full agreement between the parties, and no statements or representations made by either party or by and agent of either party that is/are not contained in this written agreement shall be valid or binding.*

*In witness whereof, the parties have executed this agreement in New Market, Alabama and \_\_\_\_\_ the day and year above written.*

***Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_***  
***Kasseburg Canine Training Center***