

KASSEBURG CANINE TRAINING CENTER

Purchase Agreement for Untrained Single Purpose K-9

Agreement made this ____ day of _____, 201_, by and between Kasseburg Canine Training Center, 767 Hillsboro Circle, New Market, Alabama 35761, Pam Rogers, hereinafter referred to as Seller, the Lancaster County Sheriff's Office hereinafter referred to as Buyer, and Phil Durst, hereinafter referred to as the Payor.

RECITALS

It is the intent of the parties that Seller shall provide to Buyer, one untrained dog, which has passed trainer's selection testing process along with Buyer's 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 a potential detector canine which will pass the Buyer's

selection testing process.

Section Two: Terms

Payor shall pay Six Thousand Five Hundred Dollars (\$6500.00) 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). Acceptance of dog is at which time the dog passes the selection criteria set for by the trainer or testing official. Any additional equipment needed by Buyer can be included with payment for canine, and costs for additional equipment, if any, shall be the responsibility of Buyer. If such additional equipment is purchased, a separate invoice shall be generated listing equipment or other canine related items required for Buyer's training course. Seller or a representative of Seller shall be present during selection testing. Seller shall not dictate selection process but has the authority and permission to provide information and assistance upon request. Seller has the full authority to cease testing if Seller deems the dog is in harm's way due to testing process to include heat related conditions, hazardous conditions that could cause the dog injury or testing that Seller determines to be outside of the normal testing procedures based on Seller's knowledge and experience.

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 six months from date of purchase. Radiographs of hips, back 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. Buyer 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 Seller's veterinarian. Should an agreed medical evaluation of the purchased dog show 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 Buyer's locations prior to presentation for sale.

Section Four: Testing

If the trainer or Buyer's testing official is not present during selection testing, the Buyer must take the dog for selection testing within seven days upon return. Buyer's testing process shall be made available to the Seller. Buyer is responsible for concluding the selected canine has the required genetic drives of a green, untrained canine, along with Buyer's desired character traits for such a canine. Seller is responsible for presenting canines for selection by the Buyer, not for the training process of the canine or the handler in accordance with the standards and means of training associated with the Seller's standard of training. The Buyer must provide someone who is experienced in the selection process of green, untrained canines or have an understanding of the dynamics involved in the selection testing process for the Buyer as the decision of the selected canine is made at the Seller's location. If Buyer's

trainer does not pass the selected canine, the Buyer shall return the dog at the Buyer's expenses and another tested canine shall be provided to the Buyer for the testing process.

Section Five: 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.

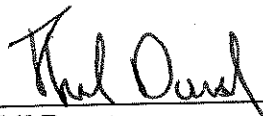
Section Six: Instrument of Entire Agreement

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
Lincoln, NE _____ the day and year above written.*

*Seller: _____
Kasseburg Canine Training Center*

*Buyer: _____
Lancaster County, Nebraska
For Lancaster County Sheriff's Office*

*Payor:  _____
Phil Durst*