

## **K-9 PURCHASE AGREEMENT**

This K-9 Purchase Agreement (“Agreement”) is made by and between the City of Madison, Alabama, a municipal corporation, (“City”) and Officer Adam Lawson (“Officer”).

### **WITNESS TO:**

**WHEREAS**, Officer is an employee of the Madison Police Department and has, in conjunction with his assignment as a K-9 Handler, been given the care, custody, and control of a police K-9 dog named “Bruno” (Dog); and

**WHEREAS**, Dog has been specially trained to assist officers in law enforcement tasks and to respond to commands issued specifically by the Officer; and

**WHEREAS**, the sale or transfer of Dog to a person other than Officer could potentially expose the City to liability based upon the possibility that Dog may fail to respond to and obey a new owner/handler and may attack a new owner/handler or others based upon prior training; and

**WHEREAS**, Officer has been Dog’s handler since its purchase in January of 2017, and the Chief of Police recommends its sale and purchase subject to the conditions specified in this agreement.

### **NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. City hereby sells Dog to Officer for the sum of \$1.00, payable at the time this contract is executed. Officer shall be the owner of the Dog upon execution of this contract and payment of \$1.00.
2. Officer agrees and hereby assumes ownership and full responsibility for the care, maintenance, food, housing, medical, and any and all other expenses that arise out of Officer’s ownership of Dog.
3. City will have no further responsibility or liability for Dog or Dog’s care with the exception of unpaid veterinary expenses incurred up to the date of this Agreement.
4. Officer shall defend, indemnify, and hold harmless the City and its officers, employees, representatives, and agents with respect to any loss, damage, claim, injury, or liability that arises out of, or is in any way related to, Dog or Officer’s actions with Dog outside the course and scope of employment its employment with the City.
5. Officer waives any right he may have on behalf of himself and his heirs, assigns, and successors for any loss, injury, damage, claim, or liability arising out of or in any way related to Officer’s ownership and possession of Dog.

