



**RESOLUTION NO. 2020-07  
AN AGREEMENT TO TRANSFER OWNERSHIP  
OF POLICE K-9, YONA, TO OFFICER TODD BRADSHAW**

**THIS AGREEMENT** made and entered into on this \_\_\_\_ day of December, 2020, between the Town of Pineville, a municipal corporation under the laws of the State of North Carolina, hereinafter referred to as the "Town", and Todd Bradshaw, hereinafter referred to as the "Buyer".

**WHEREAS**, the Pineville Police Department has a K-9 Officer known as Officer Yona, a female Belgian Malinois, and;

**WHEREAS**, the Town desires to retire K-9 Officer Yona, and;

**WHEREAS**, Buyer desires to purchase retired K-9 Officer Yona.

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived here from \$\_\_\_\_\_ and other good and valuable consideration received by the Town from the Buyer, the parties do mutually agree as follows:

The Town agrees to assign, convey and transfer all rights, title and interest in the dog known as K-9 Officer Yona to Buyer, upon buyer's retirement.

**2. Acknowledgement of Training and Release of Liability.** In accepting transfer of the dog known as K-9 Officer Yona from the Town, Buyer recognizes that said animal has received training in police procedures and tactics and by acceptance of this animal, Buyer, for and in consideration of the transfer to him of K-9 Officer Yona, agrees to hold harmless the Town of Pineville and The Pineville Police Department, and its officers, employees and agents from any and all liability whatsoever that may arise from acts engaged in by the forenamed canine whether or not attributable to such training.

Buyer further agrees to waive any and all claims of liability insofar as the Town of Pineville and the Pineville Police Department, its officers, employees and agents are concerned, that might arise as a result of his use and/or possession of said animal.

Buyer also agrees that, in consideration of the purchase amount and the veterinarian recommendation to retire the K-9 from service, that the K-9 not be used for personal financial gain upon transfer to private ownership to the Buyer.

It is further understood by Buyer that, in consideration of this transfer, the Town makes no representations concerning the health of the animal, which is transferred "as is" and Buyer assumes all responsibility and obligation for the condition, care and acts of said animal.

**3. Indemnification.** Buyer agrees to assume any and all risks from the date first written above and the Buyer further agrees to release, indemnify and promises to defend and hold harmless the Town, its officers, employees and agents from and against any and all liability, injuries, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the Town, its officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of said canine's activities from date of said transfer, provided, however, this paragraph does not purport to indemnify the Town against liability for any activities of said canine prior to said transfer date.

**4. Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the \_\_\_\_\_ day of December, 2020.

**TOWN OF PINEVILLE**

**TODD BRADSHAW**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**ATTEST:**

Barbra Monticello, Town Clerk