

## **CANINE LEASE AGREEMENT**

This AGREEMENT is made and entered into this 3rd day of December 2024 by and between Casey Lehr (hereafter known as "OWNER") and the Saratoga Police Department, 110 E Spring Ave, Saratoga WY, 82301 (hereafter known as "LESSEE") for the lease of OWNER's personal working K9 for the departmental use at the OWNER's discretion.

Breed: Belgian Malinois

Age: Two years old

Name: Argus

1. LESSEE warrants that the OWNER will be the only handler working the above mentioned K9 in the field, except otherwise stated by the OWNER. This AGREEMENT is valid for as long as OWNER is employed at the Saratoga Police Department.
2. OWNER can prove possession of the above-described K9 and is able to sell or lease the animal to LESSEE.
3. OWNER warrants that the above-described K9 is in good health. OWNER further warrants that K9 has received all required training to safely and competently perform law enforcement operations on LESSEE's behalf.
4. Upon signing this AGREEMENT, LESSEE assumes financial responsibility for the above-described K9's health, including but not limited to:
  - Upfront cost for-and transportation- to all Vet visits, including any necessary medication or emergency care required.
  - General K9 wellbeing, such as grooming, dental work and food.
5. OWNER will maintain custody of the above described K9 and will receive compensation for K9 care in the amount of \$352.65 per pay period.
6. OWNER has final say on any and all call outs for the above mentioned K9.
7. Initial costs of training and initial certifications will be borne by the OWNER. Once initial training and certifications are completed, the LESSEE shall support the above mentioned K9's and OWNERS's future training as well as maintenance training and shall be responsible for all costs including possible travel for training opportunities. LESSEE shall maintain all above-mentioned K9's certifications and future certifications.
8. LESSEE will supply all required and necessary equipment for OWNER and the above mentioned K9 to perform their jobs effectively and safely, i.e., harnesses, leashes, collars, etc. This also includes training equipment such as training odors, safe and reliable transportation for above mentioned K9 is included.

9. LESSEE shall be liable for any act or omission of K9 causing bodily injury or property damage while the K9 is performing law enforcement operations on LESSEE's behalf. K9 shall be considered property of the LESSEE and under LESSEE's control while the K9 is performing law enforcement operations on LESSEE's behalf. OWNER shall be liable for any act or omission of K9 causing bodily injury or property damage at any time the K9 is not performing law enforcement operations on LESSEE's behalf. OWNER shall indemnify, defend, and hold LESSEE harmless for any bodily injury, property damage, or other damages whatsoever arising from or related to an act or omission occurring at a time when the K9 is not performing law enforcement operations on LESSEE's behalf.
10. This AGREEMENT shall be governed by the laws of the State of Wyoming, without giving effect to the conflict of laws principles thereof. In the event of any dispute arising from or related to this AGREEMENT, the exclusive forum for that dispute shall be a court of competent jurisdiction located in Carbon County, Wyoming. The failure of either party to enforce its rights under this AGREEMENT at any time for any period shall not be taken as a waiver of such rights.
10. This AGREEMENT may be terminated at any time and for any reason by either party upon giving seven days written notice. Upon termination of this Agreement, OWNER shall immediately stop using K9 in law enforcement operations on the LESSEE's behalf and LESSEE shall prorate OWNER's compensation for K9 care for the period in which the AGREEMENT was in effect.
11. LESSEE does not guarantee K9 against accidental death or injury, including accidents occurring in the field or while training, and OWNER releases LESSEE for any death or injury to K9 unless such death or injury is caused by the intentional conduct of the LESSEE.
12. This contract contains the entire agreement between the parties and no statements, promises or inducements made by either party that is not contained in this written AGREEMENT shall be valid or binding. This contract shall not be altered except upon mutual agreement and endorsement of both OWNER and LESSEE.
13. LESSEE does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it as a governmental entity pursuant to the Wyoming Governmental Claims Act, W.S. §§ 1-39-101 *et seq.* and all other state law.

I AGREE TO THE TERMS STATED HEREIN

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OWNER

DATE

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LESSEE

DATE