

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT, made and entered into this _____ day of _____, 2018 by and between Officer David Howells, III and the City of Allentown, a home rule charter city and municipal corporation organized and existing under the Constitution and laws of the Commonwealth of Pennsylvania ("Seller").

RECITALS

- A.** Purchaser is a member of the City of Allentown Police Department ("Department") and was assigned to the K9 Unit as a K9 Handler.
- B.** Purchaser was, in conjunction with his assignment as a K9 Handler, given the care, custody, and control of a police dog named "Fedor".
- C.** Dog has been specially trained to assist officers in law enforcement tasks to respond to commands issued specifically by the Officer.
- D.** Dog is 9 years old, a normal retirement age for police service dogs.
- E.** Based upon Dog's age and current physical condition, the Department retired Dog from service.
- E.** Dog is considered "surplus" property that has negligible to no retaining economic value.
- F.** Purchaser wishes to adopt, purchase and assume full responsibility for Dog. It is the Seller's intent to sell Dog to Officer subject to the conditions specified in this agreement.
- G.** By Resolution _____, passed by City Council for the City of Allentown ("Council") on _____, the Mayor of the City of Allentown was authorized to sell Dog to Purchaser for the sum of \$1.00 subject to the terms and conditions of this Purchase Agreement.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. Sale and Transfer of Ownership. City hereby sells Dog to Officer for the sum of \$1.00, payable at the time this contract is executed. Officer shall be the sole owner of the Dog upon execution of this contract and payment of \$1.00.

2. Seller's full relinquishment of responsibilities. Upon execution of this contract and Seller's payment of \$1.00, the City relinquishes all responsibilities connected with Dog, including, but not limited to, any conditions or obligations that arose

3. Purchaser's acknowledgment of Seller's relinquishment of any responsibility for Dog. Officer agrees that the City shall have no further responsibility or liability for Dog or Dog's care after the date of this Agreement.

5. Purchaser's acceptance of ownership and full responsibility for Dog. Officer agrees and hereby assumes *sole* ownership and *full* responsibility for the care, maintenance, control, food, housing, medical and any and all other expenses related to Dog.

5. Purchaser indemnification of Seller. Officer agrees to defend, indemnify and hold harmless the Seller, 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, after the effective date of this Agreement.

6. Purchaser waiver of all legal remedies. Officer gives up and 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.

7. This is the full agreement. This Agreement contains the entire agreement between the parties and no representations have been made by any of the parties or their representative, except as is contained herein and any representations not expressed herein are invalid and unenforceable. This agreement is valid on the effective date and may not be modified thereafter, except in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Mayor

Purchase