

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT, made and entered into this _____ day of _____, 2018 by and between Fire Chief Lee T. Laubach, Jr., ("Purchaser") 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 Fire Department ("Department").
- B. Purchaser was, in conjunction with his assignment as Fire Chief, was given the care, custody, and control of an arson dog named "Judge" (the "Arson Dog").
- C. The Arson Dog has been specially trained to assist officers in fire investigation tasks and to respond to commands issued specifically by the Purchaser.
- D. The Arson Dog has attained a normal retirement age for fire service dogs.
- E. Based upon Arson Dog's age and current physical condition, the Department is retiring the Arson Dog from service.
- E. The Arson Dog is considered "surplus" property that has negligible to no retaining economic value.
- F. Purchaser wishes to adopt, purchase and assume full responsibility for Arson Dog. It is the Seller's intent to sell the Arson Dog to the Purchaser 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 Arson Dog to the 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 Arson Dog to Purchaser for the sum of \$1.00, payable at the time this Purchase Agreement is executed. Purchaser shall be the sole owner of the Arson 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 Arson Dog, including, but not limited to, any conditions or obligations that arose during its service.
3. **Purchaser's Acknowledgment of Seller's Relinquishment of any Responsibility for the Arson Dog.** Purchaser agrees that the City shall have no further responsibility or liability for the Arson Dog or Dog's care after the date of this Agreement.
5. **Purchaser's Acceptance of Ownership and Full Responsibility for the Arson Dog.** Purchaser 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 Arson Dog.

5. Purchaser Indemnification of Seller. Purchaser 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 the Arson Dog, after the effective date of this Agreement.

6. Purchaser Waiver of all Legal Remedies. Purchaser 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 Purchaser's ownership and possession of Arson 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.

Ray O'Connell

Mayor

Lee T. Laubach, Jr.

Purchaser