

True Canine International
10024 S State Highway 121
Trenton Texas 75490



This Purchase Agreement (this "Agreement") is effective the day of_, 2022 by and between True Canine International, Inc, herein referred to as "Seller", and The **City Of Crete Nebraska** herein referred to as the "Buyer" of the below described canine and service.

Description of Canines and Services

| | | |
|---|-----------------|--------------------------|
| 1 x Dual Purpose K9 with Handler Certification course | \$17,000 | = \$17,000 |
| New Account Discount | \$ 1,500 | = \$15,500 |
| TOTALS | | <u>= \$15,500</u> |

Purchase Price/Payment

Buyer agrees to pay the sums identified above. 100% is due upon execution of this agreement. This price includes the canine, a leash and a collar, the associated training of the handler before certification and 90 days of maintenance training and troubleshooting commencing on the date of certification of the handler and canine available at the ground of Seller's facility as fit for duty.

Transportation, lodging and meals for Buyer employees during the training outlined below are the sole responsibility of Buyer. **Optional lodging at no cost is provided by TCI on sight.**

Warranty of Title

Seller is the sole owner of and warrants that it has clear title to the canine. Seller represents and warrants to Buyer that the canine provided to Buyer under this Agreement shall be capable, trained, qualified and proficient in performing Dual purpose K-9 services in a manner deemed acceptable to Buyer and that such canine shall be free of known behavioral or health defects, illnesses or diseases that may interfere with the canine's performance of such services.

Ownership, Registration.,

Upon commencement of training Seller agrees to surrender possession of the canine to Buyer. The risk of loss passes from the Seller to the Buyer upon delivery of the canine to Buyer subject to Seller's bailee insurance. Seller will continue to hold veterinary care of the dog for health issues that are not caused by mishandling or negligence on the handler side.

Health Records

Seller will provide to Buyer a copy of all available health records on the canine, to include, current vaccinations and a Veterinary health certificate. Buyer shall have the right, in its sole discretion, to accept or medically disqualify any canine candidate prior to training.

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Training

Seller will provide handler canine proficiency training of one of Buyer's employees at Seller's reasonably chosen times and locations and in terrain as needed for successful training sufficient to demonstrate proficiency in basic obedience and natural drives in scent detection work for the intended use as a Dual Purpose K9. Seller's head trainer Leos Drbohlay shall lead and oversee the training. Length of handler training course is typically four-to-five weeks, but may be adjusted as reasonable necessary to achieve the goal.

The parties agree that the training plan, practices and evaluations are at the reasonable discretion and direction of the Seller. Buyer is encouraged to observe any training session and interact with the trainer(s) using care to not interfere with the training, and with care as to the canine unit's activities. In all cases, for the safety of all, observer(s) and trainee(s) will immediately comply with the trainer's instructions, including any directions to leave the area.

Replacement

Notwithstanding any conflicting provisions of this Agreement, Seller will replace the canine if the canine manifests a genetic health defect that makes the canine materially unserviceable for proficiency in basic obedience and natural drives in scent detection work for the intended purpose within one year from the date of delivery and Buyer's acceptance of the canine. Any serious injuries and/or health difficulties known to Buyer must be promptly notified to Seller.

Seller will be provided direct access to the serving doctor for any information regarding the canine's diagnosis, treatment, and progress. Associated veterinary records of tests, and diagnosis signed by a licensed veterinarian must be submitted before a canine will be replaced. Any and all records on a returned canine must be returned to Seller. A returned canine will not be replaced until/unless all records are returned to Seller after release of canine to Buyer. Seller will not replace a canine that has been spayed, neutered, resold, placed with a different handler, or been abused, neglected or seriously injured.

Selection of Canine and Handler

It is expressly recognized by the parties that canines must work in concert with a properly trained handler that is not only proficient in performing the basic necessary tasks, but also meshing well with its canine partner to form an effective, professional working unit. The parties agree to collaborate in the selection and screening of the canine, and in the screening and selection of the handler that will undergo the training.

All parties will be responsible to have two or more qualified candidates available for each unit that is intended to be formed, trained and certified and that mid-course substitutions may need to occur. Seller represents and warrants that each canine candidate presented will have proven to have met all Seller standards when handled by Seller's assigned trainer. In the event of a mid-course first substitution no additional charges will be applied. In the event of a subsequent need for a substitution or a decertification each party will have the option to discontinue this program unit and receive a refund of all fees paid to that point, and each party will be responsible for their incidental expenses.

Seller will apply its best efforts to have a sound understanding of the Buyer's intended purpose of the canine handler team/unit. All parties acknowledge that the team chemistry is critical for success and is not a foregone conclusion, nor can it be forced

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into a fit, and that NOT every candidate human or canine will be suitable for the purpose. If during the training it is determined by Seller that the canine/handler team is failing the parties agree to enter into good faith discussions on how best to make a change, in the canine, the handler, or both.

Additional Covenants

- Seller's head trainer will pre-screen the Buyer's prospective handlers and subsequently monitor and report on their progress for ultimate suitability for the level of purpose and canine chosen. Buyer acknowledges that Seller has the final authority and duty to certify or decertify that any handler and canine team have met Seller's standards in the professional opinion of Seller's head trainer.
- For the one year replacement period, Buyer must ensure that the dog is properly maintained along with continuation training in accordance with the best knowledge and practice that was taught at the handler course.

Law

The parties will use their best efforts to amicably resolve any dispute. However, nothing contained in this Agreement shall be construed to waive the sovereign rights and immunities of the City of Crete, its officers, employees or agents. This Agreement shall be performed within the applicable guidelines, resolutions and ordinances of the State of Texas. Jurisdiction and venue shall be in Collin County, Texas.

Any regulated services covered by this agreement will be under Texas License C06279501. Any complaints may be directed to:
Texas Department of Public Safety
Licensing & Registration Service Private Security Program
P.O. Box 4087 Austin, TX 78773
(512) 424-7293
<https://www.dps.texas.gov/rsd/contact/psb.aspx>

Entire Agreement

There have been no oral representations that do not appear herein and no warranties either express or implied, except as may be provided in any previously executed purchase or training agreement between Seller and Buyer. No amendment to this Agreement shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of this Agreement except as specifically provided for in such amendment.

PARTIAL RELEASE OF LIABILITY

Buyer understands that there are inherent risks associated with the training and working with canines. Buyer agrees that Seller, its officers, employees, agents and representatives will not be liable for any damages arising out of or resulting from any damages caused by the performance of this Agreement, save and except any damages arising out of or resulting from any grossly negligent act or omission, intentional misconduct or breach of this Agreement by Seller, its officers, employees, agents and representatives.

MISCELLANEOUS

Assignment and Subletting

Seller agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of Buyer. Seller further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Seller of its full obligations to Buyer as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Seller, and there shall be no third party billing.

No Waiver

Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

Multiple Counterparts

This Agreement may be executed in two or more identical counterparts, each of which is deemed an original but all constitute one and the same instrument. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

Binding Effect

This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

Authority to Execute

Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

Savings/Sever ability

In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

Representations

Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

Immunity

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The parties acknowledge and agree that, in executing and performing this Agreement, Buyer has not waived, nor shall be deemed to have waived, any sovereign rights or, defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

No Third Party Beneficiaries

The parties do not intend that this Agreement be construed as creating any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

Relationship of Parties

The parties do not intend that this Agreement be construed as creating a principal and agent relationship, partnership, joint venture or any association between the parties, it being understood and agreed that none of the provisions contained herein or any acts of the parties in the performance of their respective obligations hereunder shall be deemed to create any relationship between the parties other than the relationship of seller and buyer. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever.

Compliance with Laws; Standard of Care

Seller shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Seller and its work in connection with the goods and services to be provided by Seller under this Agreement. Seller shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Seller under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Seller observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Seller shall immediately notify Buyer in writing. Seller shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

Chapter 2270 Certification

In accordance with Chapter 2270 of the Texas Government Code, Seller hereby certifies that Seller (a) does not boycott Israel; and
(b) will not boycott Israel during the term of any contract with Buyer.

City of Crete, Nebraska

True Canine International

Signature

Signature

**Dave Bauer, Mayor
City of Crete**

**Taylor Rogers
Director - Business Development**

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