



## PURCHASE, SALE & SERVICE AGREEMENT

### Narcotics Detection Canine

THIS SALES AGREEMENT is made between PACESETTER K9 LLC located at 555 County Road 200 Liberty Hill, Texas 78642, referred to as "Seller", and

Comal County, on behalf of Constable Office, Pct. 3 hereinafter referred to as "Buyer", of the canine described below which is being purchased to perform the duties of:

This sale is subject to the following terms and conditions:

#### A. WARRANTIES

- (1) SELLER warrants that it has clear title to said canine. Seller will provide a copy of all health records on the canine, specifically, X-rays (hips and elbows), blood scan, fecal, heartworm check, all current vaccinations and a Veterinary health certificate.
- (2) SELLER warrants that it will provide handler/canine proficiency training at SELLER'S location. This training will include on and off leash obedience, tracking, detection of marijuana, heroin, cocaine, methamphetamine, and MDMA; records maintenance and courtroom testimony as well as First-aid and canine maintenance. No other warranties express or implied, including the warranties of other purposes except as may be otherwise provided for in this Agreement.
- (3) SELLER will re-train or replace the canine if the canine fails to perform to its specified standards with the original certified handler for a period of one year from the date of sale. All training and medical records regarding the canine must be returned to the Seller before the canine will be replaced. Seller will

NOT replace canines that have been spayed, neutered, resold, placed with a different handler, or been abused, neglected, or injured.

- (4) SELLER will replace the canine if the canine manifests a genetic health defect within one year from the date of sale. Veterinary records, tests, and diagnosis signed by a licensed veterinarian must be submitted before a canine will be replaced for reasons of genetic condition. Any and all records on the returned canine must be returned to Seller. Returned canines will not be replaced until/unless all records are returned to Seller. Seller will NOT replace canines that have been spayed, neutered, resold, placed with a different handler, or been abused, neglected, or injured.
- (5) BUYER warrants that she/he has the expressed right to have an independent veterinarian examine the canine and is satisfied with those findings and the general health of the canine, or accepts the findings of the seller's veterinary examination.
- (6) BUYER warrants that it will maintain all training records, medical treatment, and records of inoculations and engagement reports as well as handler certification and proficiency.

**B. CONSIDERATION**

The sales price for the canine is **\$7,000.00 USD**. SELLER agrees to sell BUYER the canine described herein and BUYER agrees to purchase said canine on the terms set forth herein. A minimum deposit of fifty (50%) (Nonrefundable) is due with the execution of this agreement and no later than 30 days prior to class date. The remaining monies are due when the buyer arrives at the seller's location, for training with the canine. This cost will include handler's training, a leash and a choke chain. Pacesetter K9 LLC will also provide housing for handlers who are from out of town during the "training" period. Transportation and meals during the training course period are the responsibility of the client. Length of the course will be two weeks.

**C. REGISTRATION AND OWNERSHIP TRANSFERS**

Upon payment in full, SELLER agrees to provide all necessary papers and to take all steps necessary to transfer ownership and registration of the canine to BUYER if required.

**D.** The risk of loss passes from the Seller to the Buyer upon possession of the canine by the Buyer subject to the other terms set forth herein.

**E.** This **BILL OF SALE** represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically included in this written agreement.

F. All expenses incurred after the signing of this BILL OF SALE, including but not limited to, board and further train the canine shall be the responsibility of Buyer, other than the stated training.

**G. LAW**

This BILL OF SALE is made and entered into in the State of Texas and shall be enforced and interpreted under the laws of the State of Texas.

The terms of this Agreement and any disputes shall be resolved in accordance with the laws of the State of Texas. Jurisdiction and venue shall be Comal County, Texas.

**H. DEFAULT**

Upon any material breach of this Agreement by one party, the other party may terminate the Agreement. Notice shall be given in writing and mailed to the party alleged to be in breach of the Agreement at the address shown in this Agreement. Notice shall be effective upon mailing the postage paid. All Notices will be mailed registered or certified mail.

**I. SERVERABILITY**

Should a court of competent jurisdiction and venue determine that any of the terms and or conditions of this agreement are unlawful or unenforceable such determination shall not affect the validity or enforceability of any remaining terms or conditions of this agreement.

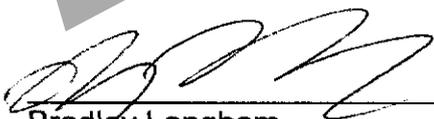
**J. IMMUNITY**

No provision of this agreement shall affect or waive any sovereign or government immunity or waive any defenses or remedies at law available to Comal County and its elected officials, officers and employees under Federal or Texas law.

This Agreement may be executed on duplicate originals.

The forgoing represents the entire Agreement between the parties. No modifications or changes will be made except in writing and signed by the parties.

EXECUTED THIS 29<sup>th</sup> DAY OF MARCH, 2016.



Bradley Langham  
Pacesetter K9 LLC

Buyer