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01/13/2014

**K-9 Defense, LLC**

**Agreement of Sale**

- 1.) \_\_\_\_\_ Agrees to buy 'X' an x month old Belgian Malinois for \$XXXX. This price includes delivery fee and handler's course.
- 2.) Buyer will have one (2) weeks to evaluate purchased canine(s) for satisfaction in training. Prior to shipment purchased canine was (or was not depending on the age of the dog most are x-rayed, if under 24 month old most likely they have not been K-Rayed.) radiologically evaluated. Said Canine has been on a heart worm preventative and has tested negative for heart worms at time of sale. K-9 Defense, LLC offers no guarantee on heart worms from date of sale. Buyer is responsible to continue heart worm preventative.
- 3.) K-9 Defense offers a 1 year Health guarantee on SKELETAL (Hips, Elbows, and Spine) and a one (1) year guarantee on GENETIC diseases preventing the purchased canine from completing their job as a dual/single purpose/personal protection dog. This means upon delivery if the canine lacks drives or temperament in the discipline they were purchased to work in or if there is a problem that cannot be corrected by our staff then the K-9 will be replaced. This DOES NOT cover the dog if it was abused or neglected or subjected to improper training techniques while under the care of buyer and or buyer's agency. All returns will be evaluated by a third party trainer or a mutually agreed upon licensed veterinarian to validate all claims.
- 4.) If a replacement becomes necessary for reasons related to health or training, K-9 Defense has 45 days time to replace any UNTRAINED canine. Replacing TRAINED canines will require 45 days PLUS required training time in the discipline for which said canine was purchased. Narcotics detection 10 weeks, Explosive detection 12 weeks, Dual purpose 16 weeks. Should there be suitable canines already in training with K-9 Defense replacement time will be significantly less than listed above. K-9 Defense does not offer refunds.
- 5.) This Agreement contains the entire agreement between parties. All terms and conditions to this Agreement shall be binding on the heirs, administrators, personal representatives and assigns of the owner and the kennel. Any controversy or claim arising out of or relating to this agreement/contract, or the breach thereof, or as the result of any claim or controversy, involving the alleged negligence by any party to this agreement, shall be settled by arbitration. The arbitrator shall as part of his/her award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fee of the prevailing party.

**\*\*NOTE: Guarantee void if a Doctor of Veterinary Medicine does not perform exam within fifteen (15) days of purchase.**

**\*\*NOTE: Guarantee is VOID if payment is not received, in full, within 60 days of invoice date.**

This contract is binding by signatures below.

SELLER: K-9 Defense, LLC

Henry Davis

Date 1-7-14

BUYER: B. Schneider 1/15/14

## ADDENDUM

In addition to the Agreement of Sale (the "Agreement") between the City of Glendale (the "City") and K-9 Defense, LLC (the "Consultant"), Consultant further agrees as follows:

**I. Clarifications to Agreement.** As a clarification to Paragraph 1 of the Agreement, City and Consultant acknowledge and agree that the City will purchase two (2) Belgian Malinois dogs, each of which is less than two (2) years old, for a total of Fifteen Thousand Dollars (\$15,000), and the price includes the delivery fee and handler's course. As a clarification to Paragraph 2 of the Agreement, the City and Consultant agree that the City will have two (2) weeks to evaluation the purchased canines for satisfaction in training. As a clarification to Paragraph 3 and the Notes to the Agreement, the City and Consultant agree that the one (1) year guarantees on skeletal matters and genetic diseases more specifically described in Paragraph 3 of the Agreement are void if a doctor of veterinary medicine does not perform an exam of the dogs within fifteen (15) days of purchase and if City's payment is not received in full by Consultant within sixty (60) days of the invoice date.

## **II. Immigration Law Compliance.**

- A. Consultant, and on behalf any subconsultant, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under subsection (A) above is considered a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- C. City retains the legal right to inspect the papers of Consultant or subconsultant employee who performs work under the Agreement to ensure that Consultant or any subconsultant is compliant with the warranty under subsection (A) above.
- D. City may conduct random inspections, and upon request of the City, Consultant shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section I.
- E. Consultant agrees to incorporate into any subcontracts under the Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any subconsultant to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

- F. Consultant's warranty and obligations under this Section I to the City are continuing throughout the term of the Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**III. Conflicts.** The Agreement between the parties is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

**IV. Governing Law.** The Agreement will be governed by the laws of the State of Arizona, and venue for any action brought relating to the Agreement is proper only in Maricopa County, Arizona.

**V. Entire Agreement.** The Agreement and this Addendum constitute the entire understanding between the parties with respect to the subject matter of the Agreement and Addendum. This Paragraph V explicitly supersedes and replaces the conflicting language in Paragraph 5 of the Agreement.

**VI. Addendum and Agreement Conflict.** In the result of any conflict between the Agreement and this Addendum, the terms of this Addendum prevail.

[SIGNATURES ON NEXT PAGE]

Henry Deist  
Contractor

1-7-14  
Date

B. Fischer  
City

1/9/14  
Date

**ATTEST:**  
Daniel Hansen  
City Clerk

Approved as to form

[Signature]  
City Attorney