

K-9 PURCHASE AGREEMENT

THIS K-9 PURCHASE AGREEMENT is dated as of June 6, 2011, by and between the City of Everett, a municipal corporation (the "**City**") and Suzanne Eviston ("**Eviston**").

BACKGROUND

- A. The Everett Police Department owns a German Shepherd dog known as K-9 Officer Exor.
- B. The Everett Police Department wants to retire Exor.
- C. Eviston is an Everett Police officer, K-9 trainer and previous department K-9 handler. Eviston wants to buy Exor.

AGREEMENT

The City and Eviston agree as follows:

1. Purchase. The City agrees to sell Exor for \$10.00. Eviston agrees to buy Exor for \$10.00. The date on which Eviston takes possession of Exor is referred to as the "**Purchase Date**" in this Agreement.
2. As-Is. After Purchase Date, Exor is no longer a K-9 Officer and Eviston assumes all responsibility for the condition and care of Exor. The City makes no promises concerning the physical or mental health of Exor. Eviston's purchase of Exor is strictly "as is".
3. K-9 Training and Handling. Eviston understands that Exor has received training in police canine procedures and tactics. For example, this training includes attack training and other forms of aggressive conduct. Eviston warrants that she is fully aware of Exor's training and history. Eviston warrants that she is fully capable of safely handling Exor.
4. Waiver. Eviston waives, releases and forever discharges the City of Everett and its officers, employees, and agents from all liabilities and claims of any nature whatsoever, whether known or unknown, foreseen or unforeseen, that Eviston now has or that may subsequently accrue to Eviston, arising from or relating to Exor. As one example, this includes waiver, release and discharge from any personal injury claim by Eviston or Eviston's family arising from or relating to any action by Exor.

5. Indemnity. Eviston will indemnify the City of Everett and its officers, employees, and agents from all losses (including reasonable attorney's fees and costs), liabilities and claims arising from or relating to any action of Exor after the Purchase Date. As one example, this requires Eviston to indemnify the City of Everett from any claim that arises from any personal injury caused by Exor after the Purchase Date.

6. General Provisions.

A. Governing Law. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

B. Venue. The parties shall bring any litigation arising out of or relating to this Agreement only before the Snohomish County Superior Court.

C. Complete Agreement. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. This Agreement supersedes and replaces all other written or oral agreements thereto.

D. Amendment. No amendment to this Agreement will be effective unless it is in writing and signed by the Mayor of the City and Eviston.

E. Severability. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or the application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to fullest extent permitted by law.

F. Attorneys Fees and Costs. The prevailing party in any action brought to enforce any obligations under this Agreement shall be entitled to recover from the non-prevailing party an amount equal to the reasonable attorneys fees and costs incurred by the prevailing party, including without limitation any costs incurred on appeal or in any bankruptcy proceeding.

G. Opportunity for Counsel Review. The parties acknowledge that they have had the opportunity to have this Agreement reviewed by their respective legal counsel. This Agreement is not to be construed against any party on the basis of which party drafted the Agreement.

Executed by the City and Eviston as of the date first above written.

CITY OF EVERETT

EVISTON

RAY STEPHANSON, MAYOR



SUZANNE EVISTON

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY