

## PURCHASE AGREEMENT

This agreement describes the purchase agreement between H.K. Dog Training LLC, a Florida limited liability company, herein referred to as the "Seller", and the person described in section (1) of this agreement herein referred to as the "Buyer" as it pertains to the sale of the dog described in section (2) of this agreement herein referred to as the "Potential Police Dog".

### 1. BUYER INFORMATION

Name (If Applicable): City of North Port, Florida

Department: North Port Police Department K9 Unit

Phone: (941) 429-7300

Email: [tdonoheew@northportpdf.gov](mailto:tdonoheew@northportpdf.gov)

Address: 4980 City Hall Boulevard

City/State/Zip Code: North Port, Florida 34286

### 2. POTENTIAL POLICE DOG INFORMATION

Name: Nikon

Age: 2

Gender: Male

Breed: Dutch Shephard

Purchase Date: \_\_\_\_\_

NOW THEREFORE, for and in consideration of the mutual covenants herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Seller and Buyer agree as follows:

### 3. POTENTIAL POLICE DOG'S INTENDED OR PURPOSED FUNCTION

The Parties agree that the "originally intended or purposed function" of the Potential Police Dog refers to the general law enforcement or service-related duties the Potential Police Dog is expected to perform for the North Port Police Department. These duties include, but are not limited to, patrol, detection, tracking, apprehension, and other operational tasks commonly assigned to police canines. This term encompasses both the functional capabilities and health standards reasonably anticipated by the Buyer at the time of purchase, including the physical soundness, temperament, and medical

fitness necessary to perform such duties effectively and safely. The definition applies regardless of whether the dog has completed formal training at the time of purchase.

#### 4. STATEMENT OF THE SELLER

In all the aforementioned paragraphs, unless otherwise stated or defined, the Seller is identified as H.K. Dog Training LLC, a Florida limited liability company, and the Buyer is identified as the City of North Port, Florida, a municipal corporation.

The Seller will provide the below listed documentation for the Potential Police Dog in Section 2:

- Current vaccination record/documentation
- Rabies certificate and date of vaccination
- Current veterinary examination record
- Current radiographic images (x-rays) of hips, elbows and spine

The Seller verifies that the Potential Police Dog is free of and not infected with:

- Lyme disease
- Heartworm disease

#### 5. HEALTH GUARANTEE

The Seller will provide a one (1) year general health guarantee for the Potential Police Dog as set out below.

**Skeletal:** The Seller verifies that, if the Potential Police Dog is found to have a skeletal defect that will preclude or limit its' ability to perform in the originally intended or purposed function, by a veterinarian of Buyer's choosing, the Potential Police Dog will be replaced with another potential police dog candidate deemed suitable by the Buyer in Buyer's sole and complete discretion (or) the full purchase price will be refunded, at Buyer's sole option.

**Genetic:** The Seller verifies that, if the Potential Police Dog is found to have a genetic defect that will preclude or limit its' ability to perform in the originally intended or purposed function, by a veterinarian of Buyer's choosing, the Potential Police Dog will be replaced with another potential police dog candidate deemed suitable by the Buyer in Buyer's sole and complete discretion (or) full purchase price will be refunded, at Buyer's sole option.

**Exclusions:** Any injury or illness not identified above that is incurred while the Potential Police Dog candidate is in the care of the Buyer, is not covered under this health warranty/guarantee and the Buyer assumes responsibility. These would include injuries

or illnesses incurred during training, operations, or kenneling while in the care of the Buyer.

6. WORKABILITY GUARANTEE

The Seller will provide a one (1) year workability guarantee from the date of purchase. Seller will provide as much training, advice, and assistance as needed if needed.

Should Buyer find that the Potential Police Dog is unable to perform in the originally intended or purposed function, Seller agrees to resume ownership of the Potential Police Dog within the one (1) year workability guarantee so long as the Potential Police Dog is in good health. If the Potential Police Dog is returned by virtue of the workability guarantee, the Potential Police Dog will be replaced with another potential police dog candidate deemed suitable by the Buyer in Buyer's sole and complete discretion (or) full purchase price will be refunded, at Buyer's sole option.

7. REPLACEMENT GUARANTEE

As per the terms of this Purchase Agreement and, the Seller agrees to replace the Potential Police Dog deemed unsuitable by the Buyer, with another potential police dog candidate deemed suitable by the buyer in Buyer's sole and complete discretion (or) full purchase price refund, at Buyer's sole option.

8. GENERAL

- a) The Buyer releases the Seller from any and all liability, cost, or damages including but not limited to damage or destruction to property, or to any person, caused by the Potential Police Dog candidate once the sale is complete, subject to the warranties and guaranties of this Agreement.
- b) Notices. Except as specified elsewhere in this Agreement, all notices provided for in the Agreement must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following. A party may update its notice information by providing written notice to the party.

For City of North Port, Florida:  
City of North Port, Florida  
Attn: City Manager  
4970 City Hall Blvd.  
North Port, Florida 34286

with a copy to:  
City of North Port, Florida  
Attn: City Attorney  
4970 City Hall Blvd.  
North Port, Florida 34286

For H.K. Dog Training LLC:

Attn: Hunter Kearns

c) Remedies. Buyer's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or equity.

9. PRICE AND PAYMENT

The Potential Police Dog, Nikon, is being purchased for \$12,500.00. Payment is due in 30 days from date of delivery.

10. GOVERNING LAW

The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.

11. ENTIRE AGREEMENT

This agreement represents the entire agreement between the parties. The Seller and the Buyer have made no other agreements, promises, representations or warranties, expressed or implied, unless specifically stated in this agreement.

12. AMENDMENT

No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. Any amendments changing the City's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of City that do not change the City's financial obligations under this Agreement.

13. ASSIGNMENT

The Seller shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.

*(This space left intentionally blank; signature pages follow)*

14. SIGNATURES

By signing below, the buyer and the seller certify that they have read, understood, and agree to the terms outlined in this agreement.

H.K. DOG TRAINING, LLC

By: [Signature]  
Name: Hunter Kearns  
Title: owner

SWORN ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 14<sup>th</sup> day of MAY 2025, by HUNTER KEARNS (name), as owner/mgr (title) for H.K. Training Services LLC.

[Signature] MICHAEL GRECO  
Notary Public  
 Personally Known OR  Produced Identification  
Type of Identification Produced \_\_\_\_\_



Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 2025.

CITY OF NORTH PORT, FLORIDA

\_\_\_\_\_  
A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
MICHAEL GOLEN, CPM  
INTERIM CITY ATTORNEY