

CITY OF MT. JULIET, TENNESSEE
POLICE CANINE TRANSFER AGREEMENT AND RELEASE WAIVER

THIS AGREEMENT is made and entered into as of this 10th day of February 2025, by and between the **City of Mt. Juliet, Tennessee** ("City") and **Christopher Barth** ("Recipient").

WHEREAS, the City of Mt. Juliet Police Department (hereinafter, "MJPD") previously used a police canine by the name of Majlo ("the Canine"); and

WHEREAS, the MJPD has determined that the Canine is no longer suitable for use as a police canine and is therefore retiring the canine from police service; and

WHEREAS, the canine should be used only as a pet by someone competent in the handling and care of a police canine; and

WHEREAS, Recipient desires to have the Canine for use solely as a pet; and

WHEREAS, the City will make the Canine available to the Recipient as a pet with the understanding that Recipient does release and forever discharge the City and the MJPD and their employees, agents, servants, and successors or assigns, from any and all actions, claims and demands including claims or actions for contribution and/or indemnity of whatever nature now existing or which may hereafter arise out of the control, possession, maintenance, and/or the conduct of the Canine delivered into Recipient's possession, including any consequence thereof now existing or which may develop, whether or not such consequences are known or anticipated.

NOW THEREFORE, in consideration of the mutual benefits contained herein, the parties agree as follows:

1. In consideration of conveying ownership of the Canine, the Recipient hereby releases and forever discharges the City, the MJPD, and their employees, agents, servants, and successors or assigns, from any and all actions, claims, and demands including claims or actions for contribution and/or indemnity of whatever nature now existing or which may hereafter arise out of the control, possession, maintenance, and/or the conduct of the Canine delivered into Recipient's possession, including any consequence thereof now existing or which may develop, whether or not such consequences are known or anticipated.
2. The Recipient also agrees that, in further consideration of conveying ownership of the Canine, Recipient will indemnify and hold harmless the City, the MJPD, and their employees, agents, servants, and successors or assigns, from any and all actions, claims, and demands arising out of the control, possession, maintenance and/or conduct of the Canine delivered into Recipient's possession.

3. Recipient recognizes and acknowledges that the Canine has been trained and worked as a police canine and in that connection has been trained in suspect control techniques and to perform other regular services as a police canine.
4. The MJPd makes no representations or warranties, expressed or implied, about the Canine's temperament or in any way guarantees or represents how the Canine will react to persons or property at the present time or in the future.
5. Recipient agrees to assume full financial responsibility regarding the care and maintenance of the Canine including, but not limited to: nutrition, kenneling/shelter, transportation requirements, veterinary expenses for conditions present and future.
6. Recipient agrees that the Canine is not being acquired with the intent to sell, transfer, lease, or otherwise dispose of the Canine to any person(s), dealer, retailer, auction, institute or any other entity.
7. Recipient agrees to care for the Canine in a humane and responsible manner and to provide it with secure, clean, and adequate shelter, food, water, and veterinary care in a manner consistent with law and/or veterinary recommended practices.
8. In exchange for the above agreement the City does hereby transfer ownership of the Canine to Recipient.
9. The City also transfers ownership of canine equipment already in the possession of Recipient that is specifically related to the care, containment, and well-being of the canine. Items include kennel, leash/leads/collar, bowls, chew toys, and previously purchased food. Items not included with the transfer of ownership are bite sleeves, ballistic vest, tracking harness, items labeled with "police" or "Mt. Juliet Police Department", or any other pieces of equipment related to the police function of the canine.
10. Recipient further acknowledges that no additional promise or agreement has been made as consideration for this Release and the signing thereof has not been induced by any representation of the party released, or by anyone in its behalf.

This Release shall bind the Recipient and the Recipient's heirs, next of kin, executors, administrators, successors or assigns and shall inure to the benefit of the party released, its employees, agents, servants, and successors or assigns.

The Recipient hereby accepts the Canine in consideration of the promises set forth above.

[signatures on next page]

Recipient:

City:

By: _____
Christopher Barth

By: _____
Kenny Martin, City Manager

APPROVED AS TO FORM:

By: _____
Samantha A. Burnett, City Attorney