

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

THIS AGREEMENT is made and entered into as of this 12th day of January 2026, by and between the **City of Mt. Juliet, Tennessee** ("City") and **Brian Dalhover** ("Recipient").

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

WHEREAS, the Canine sustained a leg injury in a motor vehicle accident, which ultimately required amputation; and

WHEREAS, the MJPD has determined, by consultation with a licensed veterinarian and/or agreement of the chain of command, that the Canine is no longer suitable for use as an active law enforcement canine due to the leg injury and is therefore retiring the canine from police service; and

WHEREAS, upon transfer, the Canine shall be owned exclusively by the Recipient as a privately owned animal and companion, with no law enforcement duties, authority, or representation; and

WHEREAS, Recipient, a current MJPD Reserve Police Officer, desires to assume full ownership, care, custody, and control of the Canine, consistent with the Canine's health, training background, and overall well-being.

WHEREAS, Project K9 Hero, a nonprofit organization supporting retired canines, has agreed to pay for the Canine's medical care and prescription food for the rest of the Canine's life; and

WHEREAS, the Mt. Juliet Police Foundation, a nonprofit organization, has and may continue, at its sole discretion, to provide financial or in-kind support for the care, training, or well-being of the Canine through its K-9 fund. Any such support is voluntary, creates no obligation or entitlement, and shall not be construed as creating any agency, employment, or liability relationship between the City, MJPD, the Mt. Juliet Police Foundation, the Recipient, or the Canine; and

WHEREAS, the City will make the Canine available to the Recipient 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 MJP, 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 MJP, 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. Upon transfer of ownership, the Canine shall be the personal property of the Recipient. Except as expressly stated in this Agreement, the City places no restrictions on the lawful activities, training, handling, or use of the Canine by the Recipient, provided such activities are conducted in a humane, responsible, and lawful manner. The Canine shall not be represented as an active police canine or used in an official law enforcement capacity.
4. The parties acknowledge that the Canine was purpose-bred and professionally trained as a working dog, and that continued structured training, mental engagement, and purposeful activity are beneficial and necessary to support the Canine's mental health, behavioral stability, and overall quality of life.
5. The MJP 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.
6. The MJP acknowledges that continued participation in training activities may be appropriate and beneficial for the Canine's physical and mental well-being. Subject to scheduling, availability, and safety considerations, MJP may allow the Canine to attend training sessions or related activities at the discretion of the Chief of Police or designee.

Such participation shall be voluntary, non-operational, and shall not create any employment, agency, or liability relationship between the City and the Recipient or the Canine.

7. 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, and any

veterinary expenses for conditions present and future that are not covered by Project K9 Hero or the Mt. Juliet Police Foundation.

8. 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.
9. 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.
10. In exchange for the above agreement the City does hereby transfer ownership of the Canine to Recipient.
11. 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 similar law enforcement designation unless such items clearly and prominently identify the Canine as retired and no longer serving in a law enforcement capacity, and only with the prior permission of the Chief of Police or his or her designee.
12. 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.

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[signatures on following page]

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.



Brian Dalhover, Recipient of Canine

12/18/2025

Date

Sworn to and subscribed before me, this 18 day of December, 2025





Notary Public
My commission expires: 2/12/27

On behalf of the City of Mt. Juliet:

Recommended by:


Tyler Chandler, Chief of Police

12/18/25

Date

Approved by:

Kenny Martin, City Manager

Date

Approved as to Form by:

Samantha A. Burnett, City Attorney

Date