

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Police Canine Training Services

THIS AGREEMENT, dated _____, 20__ for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and **Man-K9, Inc.**, hereinafter designated as "CONTRACTOR", a limited liability company authorized to operate in the State of California.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** Contractor shall perform canine training services pursuant to the terms and conditions described in "Exhibit A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Services"), and within the times or by the dates provided for in "Exhibit A." The scope of work is more particularly described as follows: comprehensive maintenance training of the Oceanside Police Department's Canine Unit. Agreement will be effective **July 1, 2025, through June 30, 2028.**
2. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONTRACTOR shall be solely responsible for the performance of its employees, agents, and subcontractors under this Agreement, including the training of each employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. CONTRACTOR shall report to the CITY any and all employees, agents, and CONTRACTORS performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

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4. COMPENSATION

1. The CITY shall pay the CONTRACTOR as follows:
 - a. July 1, 2025 – June 30, 2026: \$2,776.00 for every four-week month and \$3,470.00 for every five-week month covered by this Agreement.
 - b. July 1, 2026 – June 30, 2027: \$3,108.00 for every four-week month and \$3,885.00 for every five-week month covered by this Agreement.
 - c. July 1, 2027 – June 30, 2028: \$3,452.00 for every four-week month and \$4,315.00 for every five-week month covered by this Agreement.
2. CONTRACTOR'S billing rates shall cover all costs and expenses of every kind and nature of CONTRACTOR'S performance of this Agreement.
3. CONTRACTOR shall submit an invoice to the CITY for services rendered under this Agreement.
4. CONTRACTOR'S compensation for all work performed in accordance with this Agreement, shall not exceed a total contract price of **50,000**, annually, for a period of three years ending **June 30, 2028**, subject to the termination provisions of Section 12.
5. No work shall be performed by CONTRACTOR in excess of the total contract price without prior written approval of the CITY. CONTRACTOR shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

5. LIABILITY INSURANCE.

- 5.1. CONTRACTOR shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents, and employees, performed in connection with this Agreement, including but not limited to premises and automobile.
- 5.2. CONTRACTOR shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000*

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Commercial General Liability Insurance (bodily injury and property damage)

General limit per occurrence	\$ 2,000,000
General limit project-specific aggregate	\$ 4,000,000

Automobile Liability Insurance	\$ 2,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

- 5.3** If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the necessary limits. The CONTRACTOR shall promptly notify the CITY of all losses or claims over \$25,000 resulting from work performed under this contract or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.
- 5.4** All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 5.5** All insurance companies affording coverage to the CONTRACTOR under this Agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 5.6** CONTRACTOR must provide the CITY with written notice thirty (30) days in advance if any policy required by this Agreement is canceled before its expiration date. Any significant change in the policy before the expiration date will also be treated as a cancellation for the purpose of this notification requirement.
- 5.7** CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

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- 5.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days before the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by the CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.
- 5.9 Maintenance of insurance by the CONTRACTOR, as specified in this Agreement, shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever, and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.
6. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout this Agreement and four (4) years thereafter, the CONTRACTOR shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of Two Million Dollars (\$2,000,000.00).

CONTRACTOR shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

7. **CONTRACTOR'S INDEMNIFICATION OF CITY.** City acknowledges and understands that there are certain risks involved in Police Canine training, boarding, and care, including but not limited to the risk of dog bites to the CITY, its employees, or others. Consequently, CITY agrees to release, indemnify, and agrees to hold CONTRACTOR harmless from any and all manner of damages, claims, loss, liabilities, costs of expenses, causes of actions or suits, whatsoever in law or equity (including, without limitation, attorney's fees and related costs) arising out of or related to the services provided by CONTRACTOR except for any and all damages, claims, loss, liabilities, costs of expenses, causes of actions or suits, whatsoever in law or equity (including, without limitation, attorney's fees and related costs) arising out of or related to CONTRACTOR's, or that of employees thereof, sole negligence or negligent acts in its provision of services.
8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY.
9. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

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10. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
12. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any part of the work is terminated or abandoned by the CITY, the CITY shall compensate the CONTRACTOR for all work completed up to and including the date of termination or abandonment. The CITY is required to pay the CONTRACTOR only for work performed in accordance with the Agreement up to and including the termination date. The Contractor will receive pro rata compensation for the work completed up to the termination date. Before termination, the CITY agrees to give the Contractor a 15-day period to correct any deficiencies.
13. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of all sensitive police operations, methods, and training protocols disclosed during the course of the agreement.
14. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

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15. **Notices.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To AGENCY:

Taurino Valdovinos, Chief of Police
City of Oceanside
3855 Mission Ave.
Oceanside, CA 92058

TO CONTRACTOR:

Juan Manuel Villanueva, Man-K9, Inc.
5050 Santa Fe St.
San Diego, CA 92109

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

VENDOR

By: Juan M. Villanueva
Name/Title

CITY OF OCEANSIDE

By: _____
City Manager

By: Juan M. Villanueva President
Name/Title

APPROVED AS TO FORM:

[Signature]
City Attorney

20-0372400
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

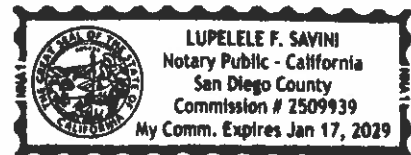
On May 6, 2025 before me, Lupelele F. Savini
(insert name and title of the officer)

personally appeared Juan Manuel Villanueva,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Police Canine Training Services

EXHIBIT A

Man-K9, Inc.

**TRAINING PROPOSAL AND CONTRACT
Maintenance Training in Patrol and Narcotic Detection**



Training Proposal for:

Oceanside Police Department

Maintenance Training for 2025-2026, 2026-2027, 2027-2028





Man-K9 - True Dog Training Professionals
760-468-8830 | Contact@ManK9.com | www.ManK9.com
Instagram @ManK9DogTraining

February 03, 2025

Dear Captain M. Kos & Ms. Gricel Beltran-Taj,

Thank you for taking the time to review our proposal for police dog maintenance training for the Oceanside Police Department. This document provides an overview of our company, a detailed description of our training program, the qualifications of our personnel, client references, and a cost proposal.

If you have any questions, please don't hesitate to reach out. We appreciate the opportunity to present our services and look forward to the possibility of working with your department.

Sincerely,

Manuel Villanueva

Man-K9
President & Training Director



WHY MAN-K9?

What sets us apart from other 'police dog trainers'?

Manuel Villanueva, founder of Man-K9, brings over 49 years of unparalleled expertise in breeding, selecting, raising, and training police and detection dogs. As the premier police dog training company in the West Coast, Man-K9 is recognized for its legitimate credentials, extensive experience, and unwavering commitment to excellence.

You may be wondering—our trainers are not former law enforcement officers. That is correct, and we believe this distinction makes us the most qualified option to train your police K9 unit. At Man-K9, we are dedicated professionals in the field of canine training, bringing decades of specialized experience that goes beyond handling a few working dogs.

Many trainers with law enforcement backgrounds have primarily ****handled—rather than trained—****one or two dogs before supervising a small unit for a limited number of years. In contrast, our expertise lies in the comprehensive training and development of police working dogs. Our reputation is built on teaching ultimate control over the police canine, ensuring the formation of a safe and effective team in the field. This level of proficiency is achieved through years of dedicated experience in training police canines to perform at the highest standard.

Our commitment to excellence is demonstrated through our extensive knowledge of canine behavior, psychology, and proven training methods. Manuel Villanueva has completed hundreds of hours of police ride-alongs, remains current on case law and advancements in canine sciences and behavior, and frequently teaches at police K9 conferences. Additionally, Man-K9 collaborates with tactical experts to enhance handler development, bridging the gap between police officers and highly skilled K9 handlers.

By choosing Man-K9, your department gains access to unparalleled expertise and a comprehensive training program designed to achieve the highest level of K9 performance, enhance handler proficiency, and minimize departmental liability.

With nearly five decades in the industry, Manuel Villanueva is a highly experienced dog trainer specializing in behavior modification, obedience training, and Police K9 training for law enforcement. He has a proven track record of developing customized training programs tailored to the specific needs of both dogs and handlers across various fields. His training methods, rooted in scientific principles, positive reinforcement techniques, and psychology-based systems, have consistently improved canine behavior and enhanced the effectiveness of K-9 units across the west coast.

Man-K9 Overview, Training Program, Personnel Qualifications, Client References and Cost Proposal

1. Unmatched Expertise in Police and Detection Dog Training:

- Manuel Villanueva is a certified Police K9 Trainer in Patrol and Detection with over 49 years of individual experience.
- He has personally trained hundreds of Police Service Dogs in patrol and detection, many of which are currently deployed in law enforcement agencies across the US.
- Man-K9 has bred, raised, and trained dogs for the sole purpose of becoming police canines.
- Man-K9 has provided years of training, dogs and/or services to numerous law enforcement agencies. The following is a list of Law Enforcement clients for reference:
 - California Department of Corrections
 - Oceanside Police Department
 - Carlsbad Police Department
 - Chula Vista Police Department
 - Riverside Police Department
 - Bakersfield Police Department
 - El Cajon Police Department
 - Orange County Sheriffs
 - San Diego Sheriffs
 - El Centro Police Department
 - Brawley Police Department
 - San Diego Police Department
 - Coronado Police Department
 - Las Vegas Police Department
 - National City Police Department
 - Spokane Police Department
 - Huntington Beach Police Department
 - Abu Dhabi Police Department
 - and many, many more!

2. Man-K9 Qualifications

- Manuel Villanueva is certified by the State of California as a POST Instructor and POST K9 Evaluator.
- One of few civilian trainers to carry a DEA license to legally carry, handle and train with real narcotics.
- He is recognized by Law Enforcement Associations such as CNCA, American Kennel Club and CA POST as a Professional Police K9 Trainer.
- Has enrolled other police agencies in Police K9 Trainer courses.

- Contributed to the original creation of CA POST guidelines for California's standards for Police K9 handlers, as recognized via official letter.
- Manuel's reputation extends internationally, speaking at Police K9 conferences such as Police K9 Magazine and CNCA yearly conferences, shaping the industry standard across the country.
- Police Training Consultant for the Abu Dhabi Police Department.
- Manuel has extensive experience in creating and judging police dog trials for police canine teams to compete in from across the nation, for up to 50 dog teams.
- Behavioral Assessment and Modification for puppies, young adult and adult dogs
- Obedience Training for puppies to adults for police work, companion dogs, service dogs, competition in a variety of dog sports,
- K9 Law Enforcement Training specializing in the complete control of a working Police k9.
- Positive Reinforcement Techniques in every aspect of dog training
- Customized Training Programs from the civilians to law enforcement.

Manuel Villanueva is a P.O.S.T instructor in the State of California and conducts courses for Law enforcement officers in the following fields:

Available Courses:

- THE FUNDAMENTALS OF AGITATION AND DECOY WORK FOR POLICE K9s,
- PREPARE AND CERTIFY POLICE K9 EVALUATORS FOR THE STATE OF CALIFORNIA
- ACADEMY FOR K9 HANDLERS FOR PATROL WORK
- ACADEMY FOR K9 HANDLERS FOR NARCOTIC DETECTION
- ACADEMY FOR K9 HANDLERS FOR WEAPON DETECTION/AMMUNITIONS
- ACADEMY FOR K9 HANDLERS FOR EXPLOSIVE DETECTION
- ACADEMY FOR K9 HANDLERS FOR THE DETECTION OF CONTROLLED ANIMAL SPECIES
- ACADEMY FOR K9 HANDLERS FOR CURRENCY DETECTION
- ACADEMY FOR K9 HANDLERS FOR INSECT DETECTION
- ACADEMY FOR K9 HANDLERS FOR EVIDENCE DETECTION
- ACADEMY FOR K9 HANDLERS FOR TRACKING
- ACADEMY FOR K9 HANDLERS FOR TRAILING
- COURSES FOR POLICE K9 SUPERVISORS

3. Comprehensive Dog Services:

- Beyond police dogs, Man-K9 excels in training any and all dogs, addressing behavioral issues, aggression, competition and more.
- Manuel is also known in the dog industry for his breeding programs. He has extensive knowledge in breeding, whelping, raising, and selecting puppies as early as 8 weeks old for their future as a police dog, detection dog, service dog, or family dog.
- Manuel Villanueva's methods are rooted in decades of experience and mentorship under pioneers like Mr. Fon Johnson.

4. Training Program

Our training program is designed to exceed industry standards by focusing on control, tactical deployment, and real-world application. Through a systematic and proven approach, we ensure that each K9 and handler develop the skills necessary to operate safely and effectively in high-pressure situations. Our program includes:

- Obedience & Control Training – Developing ultimate control over the police canine for operational effectiveness.
- Scenario-Based Training – Realistic exercises that prepare K9 teams for field deployments.
- Behavior Modification & Problem-Solving – Addressing common behavioral challenges to ensure peak performance.
- K9 Tactical Development – Teaching advanced apprehension, search techniques, and suspect engagement strategies.
- Legal & Liability Considerations – Ensuring handlers are well-versed in case law and proper K9 deployment to minimize risk.

5. Specific Training Schedule:

- Patrol Academy – 6 weeks, 40 hours per week
- Detection Academy – 6 weeks, 40 hours per week
- Weekly Maintenance Training – 4 hours per week, 16 hours per 4 week month or 20 hours per 5 week month
 - Please be advised that the training schedule is subject to change in accordance with the updated California POST K9 guidelines, which take effect on February 5, 2025.

6. Community Engagement and Recognition:

- Manuel Villanueva's dedication to humane societies underscores his commitment to animal welfare and community education.
- He received the Friends of Animals award for his contributions to the North County Humane Society in over multiple years between 2003–2020.
- As a recognized K9 expert, he is a consultant to the University of California, San Diego in their Cognitive Behavior Laboratory studying canine cognition and detection dog methodologies.

7. Cost Proposal: These prices shall take effect on July 1, 2025.

2025 - 2026

	Patrol	Detection	Total Per Month
4 weeks	\$1936	\$840	\$2,776
5 week	\$2420	\$1050	\$3,470

2026 - 2027

	Patrol	Detection	Total Per Month
4 weeks	\$2192	\$916	\$3,108
5 week	\$2740	\$1145	\$3,885

2027 - 2028

	Patrol	Detection	Total Per Month
4 weeks	\$2448	\$1004	\$3,452
5 week	\$3060	\$1255	\$4,315

Conclusion: Man-K9 is not just a dog training company; it's a benchmark in the professional canine world in the U.S.A. ,to include dog training at the ultimate level, dog breeding, pet boarding and more. With a legacy of excellence, certified expertise, and a commitment to serving both law enforcement agencies and the community, Man-K9 guarantees unparalleled results. By partnering with Man-K9 as your department's trainer, you will ensure that your K9 unit surpasses industry standards in control, K9 tactics, and risk mitigation, ultimately reducing departmental liability and enhancing overall effectiveness.



MAN-K9 INC.
TRAINING CONTRACT
Maintenance Training in Patrol and Detection
July 1, 2025 – June 30, 2028

This is an agreement between Man K-9, Inc., operating in the State of California (hereinafter "Seller") and **Oceanside Police Department** (hereinafter "Purchaser"). Whereas, Purchaser wishes to purchase from Seller certain dog training, specifically "Regular K9 Unit Maintenance Training" for **OCEANSIDE POLICE DEPARTMENT IN K9 PATROL AND NARCOTIC DETECTION TRAINING** for professional use. The names of all human dog handlers and their dogs who will be participating in the Regular Maintenance Training shall be attached as Exhibit "A" to this Agreement.

This contract is established for a **Four-Dog Unit**, consisting of four (4) patrol dogs and three (3) of the four patrol dogs also participating in detection training. Patrol training shall be conducted at a rate of 16 hours per month for four-week months, with sessions scheduled at 4 hours per week, and 20 hours per month for five-week months, maintaining the same weekly schedule. Detection training shall consist of 4 hours per month during four-week months and 5 hours per month during five-week months.

These training requirements shall take effect on **July 1, 2025**.

2025 - 2026

	Patrol	Detection	Total Per Month
4 weeks	\$1936	\$840	\$2,776
5 week	\$2420	\$1050	\$3,470

2026 - 2027

	Patrol	Detection	Total Per Month
4 weeks	\$2192	\$916	\$3,108
5 week	\$2740	\$1145	\$3,885

2027 - 2028

	Patrol	Detection	Total Per Month
4 weeks	\$2448	\$1004	\$3,452
5 week	\$3060	\$1255	\$4,315

The rates specified in this agreement are based on a schedule of 4 hours per week, totaling 16 hours per month for four-week months, and for five-week months, 4 hours per week, totaling 20 hours per month. Pricing is subject to adjustment to accommodate additional hours per week in accordance with the updated

CA POST K9 guidelines, effective February 5, 2025. Any such modifications will be communicated with the City of Oceanside and agreed upon in writing.

Bi-annual P.O.S.T evaluation is included, at no charge, when conducted on a scheduled training day.

Purchaser shall be billed monthly following the completion of each month's training. All invoices are due upon receipt. A late charge of 1.5%, or the maximum amount allowed by law, shall be added to invoices outstanding more than thirty (30) days.

Purchaser expressly understands that Seller makes no representations or warranties as to the health, safety, and/or fitness of the dog for the purpose and/or intent for which it is purchased.

Purchaser acknowledges and agrees that owning any animal, including but not limited to the dog, has inherent risks, including but not limited to the risk of dog bites and/or attacks to Purchaser and others.

As part of this contract, and not by way of limitation, Purchaser absolutely and forever waives and relinquishes all of his/hers/its rights under Section 1542 of the Civil Code of the State of California to any party receiving a release from him/her/it. That Section reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

In connection with such waiver and relinquishment, Purchaser acknowledges that it is aware that he may later discover facts in addition to or different from those which it now knows or believes to be true with respect to the subject matter of this Agreement, but that it is their intention hereby fully, finally and forever, to settle and release all released matters, known or unknown, suspected or unsuspected, which now exist, may exist or previously existed between them and the party granting the release. In furtherance of such intention, the releases given here shall be in, and shall remain in, effect as full and complete releases, notwithstanding the discovery or existence of any such additional or different facts.

Purchaser acknowledges and understands that there are certain risks involved in pet training, boarding, and care. You release, indemnify, and agree to hold Seller harmless from any and all manner of damages, claims, loss, liabilities, costs of expenses, causes of actions or suits, whatsoever in law or equity (including, without limitation, attorney's fees and related costs) arising out of or related to the services provided by Seller.

Purchaser expressly understands and agrees that Seller and its subsidiaries, affiliates, officers, employees, agents, partners and/or licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to: damages for personal injury to you and/or a third party resulting from (i) any and all actions and omissions during the dog training, whether on Seller's property or otherwise; (ii) any attacks and/or dog bites by the dog named above and subject to this contract OR any dog present at the dog training session; (iii) illness and/or injury to your dog caused by or related to any other animal present at the training. Purchaser further agrees to indemnify and hold Seller and its subsidiaries, affiliates, officers, employees, agents, partners and/or licensors (including but not limited to the owners and/or lessors of property where the training takes place) harmless from any

and all actions made by any third party related to or arising from this contract, including but not limited to actions brought as a result of any dog bite and/or attack by the dog named above and subject to this contract. Purchaser expressly agrees that as part of this indemnity it will be responsible for any and all court costs, including but not limited to reasonable attorneys' fees for an attorney of Seller's choice, filing fees and additional costs.

Seller may provide Purchaser with certain equipment, including but not limited to: leather leash, choke chain, leather collar. Seller makes absolutely no representations regarding the condition and merchantability of any such items and Purchaser agrees to release, indemnify, and hold Seller harmless from any and all manner of damages, claims, loss, liabilities, costs of expenses, causes of actions or suits, whatsoever in law or equity (including, without limitation, attorney's fees and related costs) arising out of or related to the failure and/or defectiveness of any such equipment, including but not limited to any and all actions, including dog bites and/or attacks, by the dog subject to this Contract, and involving the failure and/or defectiveness of any such equipment.

Purchaser expressly agrees that Seller has the right to refuse to train any dog purchased from another vendor, due to inadequate temperament.

Purchaser expressly agrees that Seller will conduct all Basic Handler Courses in Patrol/Narcotic Detection/Tracking and Decoy work for Purchaser.

Purchaser expressly agrees that should Seller bring action against Purchaser related to this Contract, including but not limited to collection actions and/or actions due to Purchaser's breach of the contract, Purchaser shall be responsible for all collection and/or court costs, including but not limited to reasonable attorneys' fees for an attorney of Seller's choice, filing fees and additional costs.

Purchaser expressly understands there is no express or implied warranty of merchantability related to products or services purchased or provided pursuant to this contract.

If applicable, Purchaser agrees to provide Seller with a complete copy of its written policy on the use of police/security dogs. Seller and Purchaser expressly represent that Seller has no authority or discretion to create or modify Purchaser's policy on the use of police/security dogs. Under no circumstances shall Seller be deemed a policy-maker for Purchaser. Under no circumstances shall Seller be liable for any use of the dog, whether 1) in accordance with or contrary to any purpose stated in Purchaser's written policy; or 2) during the ordinary course of Purchaser's business or otherwise.

Purchaser acknowledges that any of its subsidiaries, affiliates, officers, employees, agents, partners and/or licensors that take part in the training pursuant to this contract shall participate pursuant to the ordinary course of Purchaser's business, if any, and be covered by appropriate employee insurance(Workers' Compensation Insurance).

Purchaser further expressly understands and agrees with the following, which is an integral part of the contract:

i. MAN-K9 INC. and its subsidiaries, affiliates, officers, employees, agents, partners and/or licensors, including but not limited to Manuel Villanueva, do not teach you, your officers, employees, agents, or partners, any classes related to the USE OF FORCE and do not dictate policy in the USE OF FORCE exercised by you, your officers, employees, agents, or partners.

ii. MAN-K9 and its subsidiaries, affiliates, officers, employees, agents, partners and/or licensors, including but not limited to Manuel Villanueva, only teach dogs to perform according to your policies and/or procedures.


iii. You expressly warrant and represent that MAN-K9 INC. and its subsidiaries, affiliates, officers, employees, agents, partners and/or licensors, including but not limited to Manuel Villanueva are not policy-makers for you and/or your department or Agency.

iv. MAN-K9 INC. and its subsidiaries, affiliates, officers, employees, agents, partners and/or licensors, including but not limited to Manuel Villanueva, do not teach, recommend, advise or dictate when you, your officers, employees, agents, or partners should deploy the dog(s) in actual police/security/patrol work.

v. You expressly warrant and represent that any dog trained pursuant to this Contract, by MAN-K9 INC. and its subsidiaries, affiliates, officers, employees, agents, partners and/or licensors, including but not limited to Manuel Villanueva will be used only in accordance with the training provided and only for the purposes stated in Your department or agency's written policy.

The parties expressly agree that this Contract is to be governed by the laws of California and any action arising from or related to this Contract, including actions to enforce any provision, shall be brought in the federal or state courts situated in Los Angeles, California. The parties expressly waive any defenses related to forum *non conveniens*, personal jurisdiction or venue.


Seller


Purchaser

By: Juan M. Villanueva

By: Taurino Valdovinos

As Its: President

As Its: Chief of Police