AGREEMENT

Agreement made this _____ day of January, 2003, by and between the City of Rapid City, (hereinafter called "City") and Ryan T. Olson (hereinafter called "Olson").

1. Olson agrees to donate ten (10) Captor Leg Restraint Systems valued at Two Hundred Ninety-seven Dollars (\$297.00) each, for a total value of Two Thousand Nine Hundred Seventy Dollars (\$2,970.00) at no charge to the City of Rapid City for use by the Rapid City Police Department.

2. Olson will assume no responsibility for any damage, injury, warranty, liability, or harm caused by the proper or improper use, storage, or application of these devices.

3. Olson will not be responsible for the training or instruction in the proper use or application of the restraints. These restraints have been in use at the Rapid City Police Department for a number of years, and the Rapid City Police Department agrees to continue the training they have implemented to date regarding the use of these restraints.

4. Olson does not guarantee or warranty the devices, and failure of the devices at any time will be the responsibility of the Police Department.

5. Upon the parties signing this Agreement, the restraints will be transferred to the Rapid City Police Department and will become the exclusive and unencumbered property of said department.

6. Olson shall have no further claim, liability, or responsibility for these devices.

Dated this _____ day of _____, 2003.

CITY OF RAPID CITY

By:_____

Jerry Munson, Mayor

ATTEST:

Finance Officer

(SEAL)

Ryan T. Olson

State of South Dakota) SS. County of Pennington)

On this the _____ day of January, 2003, before me, the undersigned officer, personally appeared Jerry Munson and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, South Dakota

My Commission Expires:

(SEAL)

State of South Dakota) SS. County of Pennington)

On this the _____ day of January, 2003, before me, the undersigned officer, personally appeared Ryan T. Olson, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, South Dakota

My Commission Expires:

(SEAL)

Prepared By: CITY ATTORNEY'S OFFICE