

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

