

TERMS APPLICABLE TO ALL CLARK COUNTY CONTRACTS

Any Department will not submit any contracts through the contract routing process before assuring that each contract includes, or excludes, the appropriate information as specified below:

A. The County may not contract with another party:

1. For a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the County upon a thirty (30) days written notice whenever there are no funded appropriations for the contract. (Standard non-appropriation clause);
2. To pay any penalties or charges for late payment or for any other penalties or charges which in fact are penalties for any reason;
3. To indemnify, defend, or hold harmless any party for any liability and damages;
4. Upon default, to pay all sums to become due under a contract;
5. To pay damages, legal expenses, or other costs and expenses of any other party;
6. To continue a contract once the equipment has been repossessed or the service discontinued;
7. To conduct litigation in a place other than Clark County, Arkansas;
8. To agree to any provision of a contract which violates federal, state, and local laws;
9. To engage in arbitration or other alternate dispute resolution; and
10. To enter into a lease/purchase agreement which allows for less than the fair market value at the end of the lease.

B. A party wishing to contract with Clark County must:

1. Remove all language from its contract, which grants it any remedies other than:
 - a. the right to possession;
 - b. the right to accrued payments;
 - c. the right to expenses of de-installation;
 - d. the right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded; and
 - e. the right to recover only amounts due at the time of repossession and any unamortized non-recurring cost as allowed by Arkansas law.
2. Include in its contract that the laws of the State of Arkansas govern the contract; and
3. Acknowledge in its contract that contracts become effective when signed by the County Judge and recorded in the office of the Circuit and County Clerk.

Any person or entity who enters into any contract with Clark County, Arkansas agrees and consents to these terms.