**CONTRACT INFORMATION**

**A. Pulaski 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 30 days written notice whenever there are no funded appropriations for the contract. (Pulaski County's standard non-appropriation clause is attached.)
2. To pay any penalties or charges for late payment or any 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 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 Pulaski County, Arkansas
8. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
9. To engage in arbitration or other alternate dispute resolution.
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 Pulaski County should:**

 1. Remove any language from its contract which grants it any remedies other than:

* The right to possession
* The right to accrued payments
* The right to expenses of deinstallation
* The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
* The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

 2. Include in its contract that the laws of the State of Arkansas govern the contract and the Contractor agrees to abide by all applicable State Laws and County Ordinances.

 3. Acknowledge in its contract that contracts become effective when awarded by the County.

 4. Include the County's non-appropriation clause.