

FROM:

Craighead County Purchasing Department  
c/o County Judges Office  
511 Union Rm 119  
Jonesboro, AR 72401  
Phone 870-933-4500  
Fax 870-933-4504

**PURCHASE ORDER**  
**CRAIGHEAD COUNTY**  
**ARKANSAS**

**SHOW THIS NO. ON ALL INVOICES,  
DELIVERY SLIPS, CASES, BOXES, ETC**

PURCHASE  
ORDER

**49582**

TO: J A Riggs Tractor Co-  
9125 INTERSTATE 30  
LITTLE ROCK, AR 72203-1399

DATE 4-20-17

Req. By Judge Ed Hill

Req. #

Bid No.

Gentlemen: Please furnish the following to Craighead County and be governed by the instructions hereon.

Charge to Account No. 2000.200 - 4004

ITEM	QUAN.	BRAND, CATALOG NO. AND DESCRIPTION	UNIT PRICE	TOTAL
	1	Used CAT 1112X Roller (Compactor) Model CB34 Paving + Compaction with all standard equipment Year Model 2014 Hours used as of 4-13-17 398 Machine is under warranty until 12-4-2017 or 5000 hrs Stock # 423217 Serial # 042300217 Year 2014 SMU 398		\$423000

**TOTAL** ▶ 423000

SHIP TO:  
Craighead County Road Dept  
2800 Moore Blvd  
Jonesboro, AR 72401

DEL. PROMISED

DEL. REQUIRED

TERMS:

F.O.B.

DESTINATION

PRICING:

No purchases over \$100.00 are valid unless covered by this form signed by Purchasing Agent. Submit invoice promptly to County Clerk, Craighead County Court House, P.O. Box 1167, Jonesboro, AR 72401. The above Purchase Order No. must appear on all Invoices, Delivery Slips, Cases, Boxes, Etc. even when shipped direct by your supplier.

I certify that all the above articles or services have been received in good order except as noted.

Dated \_\_\_\_\_ 20 \_\_\_\_

Signed \_\_\_\_\_

**CRAIGHEAD COUNTY**

By

*Ed Hill*  
Purchasing Agent

**Riggs**

**J. A. RIGGS TRACTOR COMPANY**  
**PRODUCTS PURCHASE ORDER**

DATE

4-20-17

Riggs CAT, 9125 Interstate 30, Little Rock, AR 72203-1399 Phone: 501-570-3100

Buyer		CRAIGHEAD COUNTY			
STREET ADDRESS		2800 MOORE RD			
CITY/STATE		JONDSBORO, AR		COUNTY CRAIGHEAD	
POSTAL CODE		72401-8187		PHONE NO. 870 933 4500	
CUSTOMER CONTACT:		EQUIPMENT ED HILL		S <SAME>	
		PRODUCT SUPPORT ED HILL		H I P	
CUSTOMER NUMBER 060850		Sales Tax Exemption # (if applicable) N/A		CUSTOMER PO NUMBER	
PAYMENT TERMS:					
Financial Services		<input type="checkbox"/> CSO <input type="checkbox"/> Lease		First Installment Due Date	
Cash With Order		\$42,000.00		Balance of Installments Due on the day of each month thereafter, until the entire indebtedness has been paid.	
Contract Interest Rate		Payment Period		Finance Charges	
				Time Balance	
				Number Of Payments	
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR		MODEL: CB34		YEAR: 2014	
STOCK NUMBER: 423217		SERIAL NUMBER: 042300217		SMU: 398	
CH34B UTILITY COMPACTOR				NEW <input type="checkbox"/> USED <input checked="" type="checkbox"/>	
ENGINE T4F				367-6625	
OIL, HYDR, FACTORY FILLED				367-6580	
SEAT, WITH SAFETY SWITCH				367-6636	
SUPPORT, FIXED FOR SEAT				364-2277	
ROPS, FOLDABLE				364-2278	
TRAVEL CONTROL, COVER GP				367-6629	
INSTRUCTIONS, ENGLISH				432-8451	
INSTRUCTIONS, NORTH AMERICAN				0P-4590	
ROLL ON-ROLL OFF				364-2281	
SWITCH, BATTERY DISCONNECT				0G-3305	
LIGHTING PACKAGE, STANDARD				364-2297	
PROPEL, STANDARD				432-6053	
PUMP, PROPEL, STANDARD				456-2578	
				367-6593	
TRADE-IN EQUIPMENT					
MODEL:		YEAR:		SN:	
PAYOUT TO:		AMOUNT:		PAID BY:	
MODEL:		YEAR:		SN:	
PAYOUT TO:		AMOUNT:		PAID BY:	
MODEL:		YEAR:		SN:	
PAYOUT TO:		AMOUNT:		PAID BY:	
MODEL:		YEAR:		SN:	
PAYOUT TO:		AMOUNT:		PAID BY:	
WARRANTY DISCLAIMER: THE BUYER DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY, OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF. IT IS AGREED THAT SELLER SELLS THE EQUIPMENT "AS IS" AND EXTENDS NO WARRANTIES OR REPRESENTATIONS BEYOND THE FACE HEREOF, AND THAT ALL RISKS ARE TO BE BORNE BY THE BUYER AT ITS SOLE COST AND EXPENSE. BUYER WAIVES ANY AND ALL CLAIMS WHATSOEVER AGAINST THE SELLER BASED THEREON INCLUDING BUT NOT LIMITED TO ANY AND ALL CLAIMS FOR LOSS OF ANTICIPATORY PROFITS OR CONSEQUENTIAL DAMAGES.				SELL PRICE \$42,000.00	
				AFTER TAX BALANCE \$42,000.00	
This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due On Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Riggs Cat ISC which is incorporated into this Equipment Purchaser's Order by reference, and (2) that Seller retains security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.					
<input type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY		INITIAL		<input checked="" type="checkbox"/> USED EQUIPMENT WARRANTY	
				INITIAL	
The customer acknowledges that he has received a copy of the Vendor Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary:				ALL USED EQUIPMENT IS SOLD AS IS, WHERE IS, AND NO WARRANTY IS OFFERED OR IMPLIED EXCEPT AS SPECIFIED HERE:	
				Warranty applicable:	
				PT/HYD ESC Warranty expiring 12/4/2017 or 5000 hrs, NKS as of 4/13/17: 398	
CSA:					
NOTES:					

This order is subject to the terms and conditions set forth on the reverse hereof including those limiting warranties. Buyer acknowledges he has read the entire order, accepts it and all of its terms and conditions set forth on the reverse side hereof and acknowledges receipt of an exact copy thereof. Buyer has read this order including terms and conditions set forth on the reverse side, which are incorporated herein.

Executed and Delivered as of  
 CRAIGHEAD COUNTY, Buyer

By: Ed Hill  
 Title: Product Support

(If corporation, authorized officer must sign and show corporate title. If Partnership, a general partner must sign. If sole proprietor or partner, show which.)  
 Payment and Performance absolutely and unconditionally guaranteed by the undersigned:

Witness: \_\_\_\_\_

Accepted:

Riggs CAT, Seller

By:

Title:

Account Manager

## TERMS AND CONDITIONS

### This order is subject to the following terms and conditions:

1. The seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. This order when accepted by seller shall become a binding contract but shall be subject to strikes, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, or Governmental action or any other causes beyond the control of the seller whether the same as, or different from the matters and things hereinbefore specifically enumerated, and any of said causes shall absolutely absolve the seller from any liability to the purchaser under the terms hereof.
3. Except where title is transferred and the seller takes back a contract, title to and right of possession of said machines shall remain vested in the seller until all indebtedness and all sums due or to become due from the purchaser, whether evidenced by note, book account, judgment, or otherwise, shall have been fully paid, at which time ownership shall pass to the purchaser.
4. The seller's responsibility for shipments ceases upon delivery to transportation company, and any claims for shortages, delays or damages occurring thereafter shall be made by the purchaser direct to the transportation company.
5. The purchaser agrees that this order shall not be countermanded by him, and that when it is accepted (and until the execution and delivery of the contract or contracts and note or notes required to consummate the sale as above specified) it will cover all agreements between the parties relative to this transaction, and that the seller is not bound by any representations or terms made by any agent relative to this transaction which are not embodied herein.
6. When the machines necessary to fill this order are available, the buyer agrees on demand to execute and deliver to the seller such notes and contracts as may be required by the seller to evidence the transaction. In the event that the buyer fails to execute and deliver said notes and contracts to the seller, the entire balance of the purchase price shall at the seller's option become immediately due and payable.
7. The seller shall not be held liable or responsible for any damages, whether on account of personal injuries or otherwise suffered or sustained in the operation of said machine, nor for any damages resulting to the purchaser by reason of any delays or any alleged failure of said machine to operate, nor for any implied warranties. Any used or second-hand equipment included in this order is sold without any warranty whatsoever, express or implied (except that the seller warrants title), unless said warranty is set forth in full in the section on page 1 of this document entitled WARRANTY ON EQUIPMENT EXTENDED BY SELLER, USED EQUIPMENT and is initiated by both of the parties hereto.
8. The liability of said seller insofar as new Caterpillar Products (to include Machines, engines, Attachments and Parts manufactured by Caterpillar Tractor Co.), are concerned, shall be limited to the warranty which the buyer accepts in lieu of any and all warranties by the seller whether express or implied as set forth on Caterpillar Warranty Forms.
9. The liability of the seller insofar as all other new products (other than Caterpillar products), machines, engines, attachments and parts are concerned, shall be limited to the Manufacturer's warranty thereof, if any, and which the buyer accepts in lieu of any and all warranties by the seller, whether express or implied.
10. To the extent this equipment is equipped with a telematics system, such as Product Link, I understand data concerning this machine, its condition, and its operations is being transmitted by Product Link to Caterpillar and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine model, serial number, location, and operational data, including but not limited to: fault codes, diagnostic data, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar recognizes and respects customer privacy and will exercise reasonable efforts to keep the information secure. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

Customer initials \_\_\_\_\_

### BILL OF SALE FOR PROPERTY TAKEN IN TRADE

For value received, I/we hereby grant, sell, transfer and deliver unto \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/we hereby certify that there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against this property now existing, of record or otherwise, and that same is free and clear and is my/our sole and absolute property. I/we agree to assume all risk of loss and/or damage to above described equipment, beyond normal wear, until delivery is promptly effected.

\_\_\_\_\_  
by \_\_\_\_\_  
(Title)

# RIGGS RENTAL SERVICES CAT Rental

**\*\*INVOICE\*\***

## STORE LOCATION & PHONE NUMBERS

LITTLE ROCK	(501) 570-3100	RUSSELLVILLE	(479) 988-3304
	(800) 876-1021		(800) 327-3304
FORT SMITH	(479) 646-7727	EL DORADO	(870) 291-0800
	(888) 494-5013		(877) 912-0800
JONESBORO	(870) 333-0020	SPRINGDALE	(479) 766-8080
	(800) 680-4063		(866) 839-6030
TEXARKANA	(870) 774-0102	HARRISQN	(870) 429-8700
	(800) 804-5592		(866) 743-2536

REMIT TO: RIGGS RENTAL SERVICES, LLC  
PO Box 844753, Dallas, TX 75284-4753  
Web Site: riggs-cat.com

SOLD TO:

SHIP TO:

CRAIGHEAD COUNTY  
2800 MOORE RD  
JONESBORO AR 72401-8187

INVOICE NUMBER		INVOICE DATE		CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		STORE	DIV.	SALESMAN	TERMS	PAGE
S9254201		04-25-17		060850		49582		85	G	129	2	1
REFERENCE NO.		DOC DATE		PG	LC	MC	SHIP VIA			INV. SEQ. NUMBER		
S92542		04-20-17				10				327742		
MAKE	MODEL		SERIAL NUMBER			EQUIPMENT NUMBER		METER READING			MACH. I.D.	
AA	CB34B		42300217					398.00			423217	
QUANTITY	ITEM		N/R	MACHINE INVOICE/RENTAL CONTRACT				UNIT PRICE		EXTENSION		

### EQUIPMENT SALE

CATERPILLAR MODEL CB34B

1.0	ID NO: 423217	SERIAL NO: 42300217	42000.00
	REF: 367-6625	PIN: *CATCB34BJ42300217*	
		CB34B UTILITY COMPACTOR	
1.0	REF: 0P-9003	LANE 3 ORDER	
1.0	367-6580	ENGINE T4F	
1.0	367-6636	OIL, HYDR, FACTORY FILLED	
1.0	364-2277	SEAT, WITH SAFETY SWITCH	
1.0	364-2278	SUPPORT, FIXED FOR SEAT	
1.0	367-6629	ROPS, FOLDABLE	
1.0	432-8451	TRAVEL CONTROL, COVER GP	
1.0	0P-4590	INSTRUCTIONS, ENGLISH	
1.0	364-2281	INSTRUCTIONS, NORTH AMERICAN	
1.0	364-2297	SWITCH, BATTERY DISCONNECT	
1.0	432-6053	LIGHTING PACKAGE, STANDARD	
1.0	456-2578	PROPEL, STANDARD	
1.0	367-6593	PUMP, PROPEL, STANDARD	

PURCHASER IS HEREBY NOTIFIED THAT RIGGS RENTAL SERVICES, LLC HAS ASSIGNED TO CATD EXCHANGE SERVICES, LLC, ACTING IN ITS CAPACITY AS A QUALIFIED INTERMEDIARY, ITS RIGHTS (INCLUDING ITS RIGHTS WITH RESPECT TO ALL MONEY AND ANY TRADE-INS BUT NONE OF ITS OBLIGATIONS) WITH RESPECT TO SALE OF THIS EQUIPMENT. PAYMENT MUST BE MADE TO "RIGGS RENTAL SERVICES AND CATD EXCHANGE SERVICES AS QI" AND MAILED TO P.O. BOX 844753, DALLAS, TX 75284-4753 OR WIRED TO:

*Eugene Melt*

FOR AN ADDITIONAL FEE, THE RENTAL STORE AGREES TO WAIVE CLAIMS FOR FIRE, THEFT, AND VANDALISM (FTV) TO EQUIPMENT AS SPECIFIED IN THIS CONTRACT, SUBJECT TO THE DEDUCTIBLE AMOUNT SPECIFIED ABOVE. YOUR LIABILITY FOR FTV WILL BE WAIVED IF THE EQUIPMENT IS OPERATED IN A WRECKLESS, CARELESS, OR ABUSIVE MANNER. FTV IS REQUIRED UNLESS CUSTOMER HAS SUPPLIED RENTAL STORE WITH AN IN-FORCE CERTIFICATE OF INSURANCE SHOWING THAT PROTECTION IS PROVIDED THE RENTAL STORE FOR ANY LOSS OR DAMAGE TO THE RENTAL ITEM. CUSTOMER UNDERSTANDS THAT FTV IS NOT INSURANCE. CUSTOMER DECLINES FTV BY INITIALIZING THE INDICATED SPACE. FTV DOES NOT INCLUDE LIABILITY COVERAGE.

DECLINE

CUSTOMER UNDERSTANDS OPERATING AND SAFETY PROCEDURES FOR THE EQUIPMENT IN THE AGREEMENT.

CUSTOMER WILL INSPECT THE LOADING AND BINDING BEFORE THE EQUIPMENT LEAVES THE RENTAL STORE'S PREMISES AND IMMEDIATELY NOTIFY THE RENTAL STORE OF ANY DEFICIENCIES.

CUSTOMER HAS READ, DISCUSSED AND UNDERSTANDS THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT AND AGREES TO BE BOUND THERE TO SIGNED PERSONALLY AND FOR THE CUSTOMER.

RENTAL CHARGES ARE FOR TOTAL TIME EQUIPMENT IS IN YOUR POSSESSION. IF EQUIPMENT FAILS, DO NOT ATTEMPT TO REPAIR, NOTIFY OUR OFFICE AT ONCE!

CUSTOMER  
SIGNATURE

DATE

PAY THIS  
AMOUNT

AMOUNT  
CREDITED

CUSTOMER AGREES TO PAY FOR ALL FUELS USED. ALL DAMAGE TO TIRES AND TUBES CAUSED BY BLOWOUT, BRUISES, CUTS, ROAD HAZARDS OR OTHER CAUSES INHERENT IN THE USE OF THE EQUIPMENT IS THE RESPONSIBILITY OF THE CUSTOMER.

A SERVICE CHARGE WILL BE CHARGED ON ALL PAST DUE BALANCES. THE MONTHLY PERIODIC RATES WILL BE COMPUTED AT THE FEDERAL DISCOUNT RATE PLUS 5% IN THE EVENT THE ACCOUNT BECOMES DELINQUENT, AND LEGAL ACTION IS NECESSARY FOR COLLECTION. REASONABLE ATTORNEY'S AND/OR COLLECTION FEES WILL BE CHARGED.

# RIGGS RENTAL SERVICES CAT Rental

**\*\*INVOICE\*\***

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REMIT TO: RIGGS RENTAL SERVICES, LLC  
PO Box 844753, Dallas, TX 75284-4753  
Web Site: riggs-cat.com

SOLD TO: CRAIGHEAD COUNTY  
2800 MOORE RD  
JONESBORO AR 72401-8187

SHIP TO:

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER		STORE	DIV	SALESMAN	TERMS	PAGE
S9254201	04-25-17	060850	49582		85	G	129	2	2
REFERENCE NO.	DOC. DATE	PO	LC	MC	SHIP VIA			INV. SEQ. NUMBER	
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MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING		MACH. I.D.	
AA	CB34B	42300217				398.00		423217	
QUANTITY	ITEM	N/R	MACHINE INVOICE/RENTAL CONTRACT			UNIT PRICE		EXTENSION	

BANK OF AMERICA  
ABA #: 026009593  
ACCOUNT #: 487004170944  
ACCOUNT NAME: RIGGS RENTAL SERVICES AND CATD  
EXCHANGE SERVICES AS QI

NO TAXES GOVERNMENTAL

POWERTRAIN/HYDRAULICS WARRANTY EXPIRING 12/4/2017  
OR AT 5000 HRS

TERMS: NET DUE UPON RECEIPT OF INVOICE

**\*\* INVOICE COPY \*\***

FOR AN ADDITIONAL FEE, THE RENTAL STORE AGREES TO WAIVE CLAIMS FOR FIRE, THEFT, AND VANDALISM (FTV) TO EQUIPMENT AS SPECIFIED IN THIS CONTRACT, SUBJECT TO THE DEDUCTIBLE AMOUNT SPECIFIED ABOVE. YOUR LIABILITY FOR FTV WILL BE WAIVED IF THE EQUIPMENT IS OPERATED IN A WRECKLESS, CARELESS, OR ABUSIVE MANNER. FTV IS REQUIRED UNLESS CUSTOMER HAS SUPPLIED RENTAL STORE WITH AN IN-FORCE CERTIFICATE OF INSURANCE SHOWING THAT PROTECTION IS PROVIDED THE RENTAL STORE FOR ANY LOSS OR DAMAGE TO THE RENTAL ITEM. CUSTOMER UNDERSTANDS THAT FTV IS NOT INSURANCE. CUSTOMER DECLINES FTV BY INITIALIZING THE INDICATED SPACE. FTV DOES NOT INCLUDE LIABILITY COVERAGE.

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RENTAL CHARGES ARE FOR TOTAL TIME EQUIPMENT IS IN YOUR POSSESSION. IF EQUIPMENT FAILS, DO NOT ATTEMPT TO REPAIR, NOTIFY OUR OFFICE AT ONCE!

CUSTOMER  
SIGNATURE

DATE

PAY THIS  
AMOUNT  
AMOUNT  
CREDITED

42000.00

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discretion, that it deems itself, or the equipment, insecure. In the event of default of this agreement, Lessor shall have the option, but not the obligation, to do any or all of the following: (1) terminate this Agreement with respect to any equipment subject hereto; (2) require Lessee to assemble the equipment and deliver it to Lessor; (3) take possession of the equipment, with or without notice or legal process, and its agents shall have the right to enter into any premise or under the control of Lessee or any agent of Lessee where the equipment may be located; (4) declare all sums that shall become due on this agreement to be immediately due and payable; (5) sell, dispose of, hold, use, or lease the equipment, as Lessor in its sole discretion may decide, without any duty to account to Lessee. Lessee hereby expressly waives all costs of taking, repossession, and releasing of the equipment and all claims for injury or damage suffered or caused by such repossession. Lessee shall be liable for the balance of rent due plus all costs of taking, repossession, and releasing of the equipment and any repairs or maintenance caused or occasioned by the repossession or surrender of the equipment, and/or termination of this agreement. In the event of default under this agreement, Lessor, at its option, may enforce this agreement by appropriate legal proceedings including the specific performance or a replevin action, as well as any other remedy provided herein or by law.

REINSTATEMENT: A consumer who fails to make a timely rental payment may reinstate an agreement without losing any rights or options previously acquired by either paying all rental and other charges due or returning the merchandise to the lessor within five (5) business days from the date of the last scheduled rental payment if the consumer pays rent monthly. If the merchandise is returned during the applicable reinstatement period, other than through judicial process, the right to reinstate shall be extended for a period of not less than thirty (30) days after the date of the return of the merchandise. No consumer shall have the right to reinstate more than three (3) times during the term of any one (1) rental-purchase agreement.

VENUE AND CHOICE OF LAW: This agreement shall be governed and construed in accordance with the laws of the State of Arkansas. Lessee consents to jurisdiction and venue in the state courts in Pulaski County, Arkansas.

ATTORNEY'S FEES: Lessee shall pay all expenses, including court costs and attorney's fees, incurred by Lessor in exercising or attempting to exercise its rights, powers, and remedies as conferred by this agreement or by law, including but not limited to any action to recover possession of the equipment, to recover any monies due or to become due, to establish or defend title to the equipment, or to defend any action for personal injury, property damage, breach of warranty, or otherwise, in any appellate proceedings therefrom or in any administrative, arbitration, or mediation proceedings.

ENTIRE AGREEMENT: It is agreed that this writing is the entire agreement between the parties hereto, and no modifications shall be binding upon either of the parties hereto unless reduced to writing signed by both parties and shall be deemed given when personally delivered or deposited in the mail, postage prepaid, addressed to the other party at the address appearing on the reverse side of this agreement. NO SUPPLIERS OR AGENT OF LESSOR IS AUTHORIZED TO BIND LESSOR, WHETHER ORALLY OR IN WRITING, TO ANY ADDITIONAL OR DIFFERENT TERMS OR TO WAIVE, EXPLAIN, OR MODIFY ANY PROVISIONS HEREOF. ANY MODIFICATIONS SUBSEQUENT TO THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY AN AUTHORIZED AGENT OF LESSOR.

SEVERABILITY: The invalidity in whole or in part of any provisions or conditions of this agreement shall not affect the validity of the other provisions or conditions. Each of the rights and remedies reserved to Lessor in this agreement shall be cumulative in addition to any other and further remedies provided in law or in equity or in this agreement.

WARRANTY DISCLAIMER: THE LESSOR DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY, OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF. IT IS AGREED THAT LESSOR RENTS THE EQUIPMENT "AS IS" AND EXTENDS NO WARRANTIES OR REPRESENTATIONS BEYOND THE FACE HEREOF, AND THAT ALL RISKS ARE TO BE BORNE BY THE LESSEE AT ITS SOLE COST AND EXPENSE. LESSEE WAIVES ANY AND ALL CLAIMS WHATSOEVER AGAINST THE LESSOR BASED THEREON INCLUDING BUT NOT LIMITED TO ANY AND ALL CLAIMS FOR LOSS OF ANTICIPATORY PROFITS OR CONSEQUENTIAL DAMAGES.

RECEIVED  
MAY 04 2017  
KADE HOLLIDAY  
COUNTY & PROBATE COURT CLERK

Vendor 2000  
Fund 0200 - 4004

Claim No. \_\_\_\_\_

Check No. \_\_\_\_\_

*Aggs Rental Service*  
VS.

CRAIGHEAD COUNTY  
ROAD FUND

Examined and Allowed in the

Sum of \$ 42,000.00 Dollars

and ordered paid out of

COUNTY ROAD FUND

this 4<sup>th</sup> day of May, 2017

*E. J. Nino*

County Judge



FOCUS™ Terms  Search Within

Advanced...

View

1 of 1

Book Browse

View Tutorial

A.C.A. § 14-22-101 (Copy w/ Cite)

Pages: 3

A.C.A. § 14-22-101

Arkansas Code of 1987 Annotated Official Edition

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All rights reserved.

\*\*\* Current through all 2016 laws; and including unofficial updates through laws effective March 9, 2017 of the 2017 Regular Session (unofficial updates do not include changes and corrections by the Arkansas Code Revision Commission) \*\*\*

Title 14 Local Government  
Subtitle 2. County Government  
Chapter 22 County Purchasing Procedures

A.C.A. § 14-22-101 (2017)

#### 14-22-101. Definitions.

As used in this chapter, unless the context otherwise requires:

(1) "Commodities" means all supplies, goods, material, equipment, machinery, facilities, personal property, and services other than personal services, purchased for or on behalf of the county;

(2) "Formal bidding" means the procedure to be followed in the solicitation and receipt of sealed bids, wherein:

(A) Notice shall be given of the date, time, and place of opening of bids, and the names or a brief description and the specifications of the commodities for which bids are to be received, by one (1) insertion in a newspaper with a general circulation in the county, not less than ten (10) days nor more than thirty (30) days prior to the date fixed for opening such bids;

(B) Not less than ten (10) days in advance of the date fixed for opening the bids, notices and bid forms shall be furnished to all eligible bidders on the bid list for the class of commodities on which bids are to be received, and to all others requesting them; and

(C) At least ten (10) days in advance of the date fixed for opening bids, a copy of the notice of invitation to bid shall be posted in a conspicuous place in the county courthouse;

(3) "Open market purchases" means those purchases of commodities by any purchasing official in which competitive bidding is not required;

(4) "Purchase" means not only the outright purchase of a commodity, but also the acquisition of commodities under rental-purchase agreements or lease-purchase agreements or any other types of agreements whereby the county has an option to buy the commodity and to apply the rental payments on the purchase price thereof;

(5) "Purchase price" means the full sale or bid price of any commodity, without any allowance for trade-in;

(6) "Purchasing official" means any county official, individual, board, or commission, or his or her or its lawfully designated agent, with constitutional authority to contract or make purchases on behalf of the county;


(7) "Trade-in purchases" means all purchases where offers must be included with the bids of each bidder for trade-in allowance for used commodities; and



(8) (A) "Used or secondhand motor vehicles, equipment, or machinery" means motor vehicles, equipment, or machinery at least one (1) year in age from the date of original manufacture or that has at least two hundred fifty (250) working hours' prior use or five thousand (5,000) miles' prior use.

(B) (i) A purchase of a used motor vehicle, equipment, or machinery shall be accompanied by a statement in writing from the vendor on the bill of sale or other document that the motor vehicle, equipment, or machinery is at least one (1) year in age from the date of original manufacture or has been used a minimum of two hundred fifty (250) hours or driven a minimum of five thousand (5,000) miles.

(ii) This statement shall be filed with the county clerk at the time of purchase.

**HISTORY:** Acts 1965 (1st Ex. Sess.), No. 52, § 2; 1975, No. 439, § 2; 1975, No. 617, § 2; 1985, No. 844, § 1; A.S.A. 1947, § 17-1602; Acts 2001, No. 219, § 1; 2009, No. 410, § 8; 2009, No. 756, § 21; 2015, No. 561, § 1.

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