

Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

1 State of Arkansas
2 85th General Assembly
3 Regular Session, 2005

A Bill

HOUSE BILL 1570

4
5 By: Representatives Sullivan, Thompson, Abernathy, Berry, Bolin, Boyd, Clemons, Davenport,
6 Dickinson, Fite, Jeffrey, Ledbetter, Mack, Maxwell, Nichols, Norton, Petrus, S. Prater, Rankin, Scroggin
7 By: Senators G. Jeffress, J. Jeffress, Laverty

For An Act To Be Entitled

11 THE ARKANSAS LIVESTOCK AND POULTRY CONTRACT
12 PROTECTION ACT; AND FOR OTHER PURPOSES.

Subtitle

15 THE ARKANSAS LIVESTOCK AND POULTRY
16 CONTRACT PROTECTION ACT.

19 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

21 SECTION 1. Arkansas Code Title 2, Chapter 32 is amended to add an
22 additional subchapter to read as follows:

23 2-32-201. Production contracts.

24 (a) As used in this section:

25 (1) "Contractor" shall have its common meaning within the
26 industry and shall include a person or entity who owns livestock, poultry, or
27 both that are raised or cared for by a grower;

28 (2) "Grower" shall have its common meaning within the industry
29 and shall include a person engaged in the business of raising and caring for
30 livestock, poultry, or both in accordance with a production contract,
31 marketing agreement, or other arrangement under which a person raises and
32 cares for livestock, poultry, or both whether the livestock and poultry are
33 owned by the person or by another person or entity;

34 (3) "Production contract" shall have its common meaning within
35 the industry and shall include any written agreement that provides for the
36 raising and care of livestock, poultry, or both by a grower for a contractor;



1 and

2 (4) "Production" shall have its common meaning within the
 3 industry and shall include raising and caring for livestock, poultry, or both
 4 under the terms of a production contract.

5 (b) Production contracts shall:

6 (1) Be written in a readable form and shall be accompanied by a
 7 clearly written disclosure statement setting forth the nature of the material
 8 risks faced by all growers if the growers enter into production contracts;

9 (2) Be negotiated, entered into, and executed in an environment
 10 free from unfair or deceptive trade practices or other violations of law;

11 (3) Not prohibit or discourage a grower from associating with
 12 other growers to compare contract terms or to address concerns or problems;

13 (4) Not prohibit or discourage growers from seeking
 14 professional, legal, financial, and agricultural production advice and
 15 counsel related to production contract terms, obligations, and
 16 responsibilities; and

17 (5)(A) Not deny any party to the contract the ability to address
 18 a dispute in any court of competent jurisdiction.

19 (B) If after a dispute arises, all parties to the
 20 production contract agree, then any dispute arising under the contract may be
 21 submitted to arbitration.

22 (c)(1) Any provision of a production contract that violates the
 23 provisions of subsection (b) of this section is void and unenforceable.

24 (2) This subsection (c) shall not affect other provisions of a
 25 production contract, including a contract or related document, policy, or
 26 agreement that can be given effect without the voided provision.

27 (d)(1) A grower who suffers damages because of a contractor's
 28 violation of the provisions of subsection (b) of this section may obtain
 29 appropriate legal and equitable relief, including, but not limited to,
 30 injunctive relief, compensatory damages, and punitive damages.

31 (2) In a civil action against the contractor, the court may
 32 award a grower who is the prevailing party reasonable attorney's fees and
 33 other litigation expenses.

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