

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
4

As Engrossed: H2/24/05

A Bill

HOUSE BILL 1570

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 *Ragland*
8 By: Senators G. Jeffress, J. Jeffress, Laverty
9

For An Act To Be Entitled

11 THE ARKANSAS LIVESTOCK AND POULTRY CONTRACT
12 PROTECTION ACT; AND FOR OTHER PURPOSES.
13

Subtitle

14 THE ARKANSAS LIVESTOCK AND POULTRY
15 CONTRACT PROTECTION ACT.
16
17
18
19

20 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:
21

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

24 2-32-201. Production contracts.

25 (a) As used in this section:

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

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

35 (3) "Production contract" shall have its common meaning within
36 the industry and shall include any written agreement that provides for the



1 raising and care of livestock, poultry, or both by a grower for a contractor;
2 and

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

6 (b) Production contracts shall:

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

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

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

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

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

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

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

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

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

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

35
36 */s/ Sullivan, et al*