

Lease Agreement

between Faulkner County and Montgomery County.

This Agreement is made this _____ day of March, 2025, by and between Faulkner County, by Allen Dodson, Faulkner County Judge and Montgomery County, by Bart Williams, Montgomery County Judge. In consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. Faulkner County agrees to provide to Montgomery County the voting machines described in **Exhibit A** ("Equipment"), attached hereto and incorporated herein by reference.
2. The term of the agreement shall be for one year commencing March ____, 2025 subject to one-year renewals upon written approval of both parties.
3. Montgomery County shall pay Faulkner County a total sum of One Dollar (\$1.00) for the term of the agreement. This payment shall be due within thirty (30) days of the commencement of this agreement.
4. Either party may terminate this agreement, with or without cause, by providing six (6) months' written notice to the other party.
5. Montgomery County shall be responsible for the proper use and routine maintenance of the Equipment during the agreement term. Repairs required due to misuse or negligence by Montgomery County shall be the responsibility of Montgomery County. Montgomery County shall be responsible for all firmware and software updates for the agreement term.
6. Montgomery County agrees to use the Equipment in compliance with all applicable federal, state, and local laws, including but not limited to Arkansas Code § 7-5-301 concerning the acquisition and use of voting systems.
7. This agreement constitutes the entire understanding between the parties and supersedes all prior discussions, representations, or agreements, whether oral or written, related to the subject matter herein.
8. Any amendments or modifications to this agreement must be in writing and signed by authorized representatives of both parties.
9. This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

Signed this _____ day of _____ March _____ 2025.

Allen Dodson, Faulkner County

Bart Williams, Montgomery County

