

1979 WL 42737 (S.C.A.G.)

Office of the Attorney General

State of South Carolina

January 5, 1979

***1 RE: Concession Stand Contract Greenville County**

Mrs. Maxine R. Bowles
Commissioner
S. C. Commission for the Blind
1430 Confederate Avenue
Columbia, South Carolina 29201

Dear Mrs. Bowles:

You have asked the opinion of this office regarding the effect of the elimination from your Commission's standard contract for blind concession stands of a paragraph in which the Commission agrees to indemnify Greenville County for any losses incurred through the negligence of the commission's employees, contractors or agents. In my view, it is extremely desirable that this provision be eliminated. The reason for this is that this office has stated on numerous occasions that contracts of indemnity can not be entered into by state agencies. I am enclosing an example of the numerous opinions this office has written on the subject.

You also have asked whether it is permissible for the term of the contract to be limited to three years rather than an indefinite period as has been the custom in the past. I am aware of no State requirement that the Commission's contract extend beyond three years. This provision is, in my view, one which is subject to negotiation. If the period of time seems too short to you to justify the investment required, I suggest that you make a counter-proposal to Greenville County.

I hope that this has been of some assistance to you. If you have any further questions, please do not hesitate to contact me.

Very truly yours,

Katherine W. Hill
Assistant Attorney General

1979 WL 42737 (S.C.A.G.)

End of Document

© 2015 Thomson Reuters. No claim to original U.S. Government Works.