



## Ohio Revised Code

### Section 307.901

Effective: April 9, 2025

Legislation: House Bill 497

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(A) As used in this section, "county" includes any agency, department, authority, commission, office, or board of a county.

(B) Except as otherwise required or permitted by state or federal law, a contract entered into by the contracting authority for the procurement of goods or services shall not include any of the following:

(1) A provision that requires the county to indemnify or hold harmless another person;

(2) A provision by which the county agrees to binding arbitration or any other binding extra-judicial dispute resolution process;

(3) A provision that names a venue for any action or dispute against the county other than a court of proper jurisdiction in the county;

(4) A provision that requires the county to agree to limit the liability for any direct loss to the county for bodily injury, death, or damage to property of the county caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that otherwise imposes an indemnification obligation on the county;

(5) A provision that requires the county to be bound by a term or condition that is unknown to the county at the time of signing a contract, that is not specifically negotiated with the county, that may be unilaterally changed by the other party, or that is electronically accepted by a county employee;

(6) A provision that provides for a person other than the prosecuting attorney, or an attorney employed pursuant to section 305.14 or 309.09 of the Revised Code, to serve as legal counsel for the county;



(7) A provision that is inconsistent with the county's obligations under section 149.43 of the Revised Code;

(8) A provision that limits the county's ability to recover the cost for a replacement contractor.

(C) If a contract contains a term or condition described in division (B) of this section, the term or condition is void ab initio, and the contract containing that term or condition otherwise is enforceable as if it did not contain such term or condition.

(D) A contract that contains a term or condition described in division (B) of this section shall be governed by and construed in accordance with Ohio law notwithstanding any term or condition to the contrary in the contract.

(E) This section does not apply to a contract in effect before the effective date of this section or to the renewal or extension of a contract in effect before the effective date of this section.