

KANSAS DEPARTMENT OF LABOR
www.dol.ks.gov

EXHIBITOR AGREEMENT – KANSAS WORKERS COMPENSATION SEMINAR

COMPANY INFORMATION:

Company name: _____
 Represented by: *(List names as they should appear on a name tag – limit of three name tags)*
 Lunch - _____ Lunch - _____
 Address: _____ City: _____ State: _____ ZIP: _____
 Contact person: _____ Work phone: _____
 Cell phone: _____ Email: _____
 Booth ID sign should read: _____

BOOTH INFORMATION:

Booth Space Choice (Use the attached map for booth numbers):
 1st choice 2nd choice 3rd choice

****NOTE: KDOL uses KanPay to process payments for security purposes. A nonrefundable service charge of 2.5% is added to the total amount of purchase made by credit card or \$1.50 for payment made by ACH. To receive your KanPay receipt of payment, provide your email below.**

| | | | | | |
|--|--|---|--|-----------|--|
| Returning On-Site Exhibitor | | @ | | per booth | |
| New Exhibitor | | @ | | per booth | |
| Electrical outlets - 5 Amp | | @ | | each | |
| Additional 4' draped table | | @ | | each | |
| Additional 6' draped table | | @ | | each | |
| Additional sets of meal tickets (Tues. and Wed.) | | @ | | each | |

Total Product

Select **only one** payment option. The option **not used** should be set at **zero**. Google Chrome preferred.

Nonrefundable Service charge -Credit Card payment - 2.5%

Nonrefundable Service charge for ACH payment - \$1.50

Total Amount Due:

Special needs: _____

PAYMENT OPTIONS – payable to the Kansas Workers Compensation Seminar: (check one)

Email: _____

Automatic Check Handling (ACH) - **See Important KanPay Information above**

Account holder name: _____
 Check No.: _____ Account No.: _____ Routing No.: _____
 Billing address: _____ Billing ZIP: _____

Credit Card - **See Important KanPay Information above**
 American Express Discover Mastercard Visa

Name as it appears on card: _____
 Card No. (up to 16 digits) _____ Expiration date (mm/yy): _____
 Billing address: _____ Billing ZIP: _____

Interfund Voucher - This selection is exclusive to Kansas state agencies paying by the Statewide Mangement Accounting and Reporting Tool (SMART). the KDOL agency number is 296-000000-00.

Total Amount of Purchase: \$ _____ (Including nonrefundable KanPay service charges.)

CERTIFICATION: We agree to the conditions set forth in the *Exhibitor Policy and Procedures* which forms part of this contract.

Printed name: _____ Title: _____
 Signature: _____ Date: _____

DIVISION OF WORKERS COMPENSATION
 401 SW Topeka Blvd., Suite 2, Topeka, KS 66603-3105 • Phone (785)296-4000 • Fax (785) 296-0025

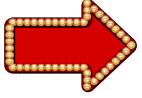
After reading, complete the required day and date entries.

State of Kansas
Department of
Administration DA-146a
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof."



The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 2023.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
6. **Acceptance of Contract** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given,
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.