Trading Partner Agreement

State of Kansas
ELECTRONIC DATA INTERCHANGE (EDI)
TRADING PARTNER AGREEMENT

This Agreement is entered into on _____, 20____, by and between the Kansas Department of Revenue and _____, hereinafter "the Taxpayer".

The Department and the Taxpayer agree as follows:

1. Taxpayer will electronically transmit reports to the Department of Revenue. All reports shall be transmitted in accordance with Department policies and instructions that are issued by the Department of Revenue.

2. The returns shall be transmitted electronically to the Department of Revenue through an internet service provider (ISP) to the directory provided at the Department of Revenue's FTP Server. Each party shall be responsible for the costs of any provider with which it contracts.

3. The Taxpayer, at its own expense, shall provide and maintain the equipment, software, services and testing necessary for the Taxpayer to transmit the electronic return. The Department of Revenue, at its own expense, shall provide and maintain the equipment, software, services and testing necessary for the Department to receive the electronic return. Each party shall use security procedures which are reasonably sufficient and use its best efforts to ensure that all transmissions of returns are authorized and to protect its business records and data from improper access.

4. The signature of the Taxpayer or its authorized agent affixed to this Agreement shall be deemed to appear on such electronically filed returns, as if so actually appearing.

5. A return shall be deemed not to have been filed with the Department until the return in the provided format is accessible to the Department of Revenue at our FTP Server. If the Taxpayer attempts to file and is unable to do so because the Department's FTP Server is not available to receive a filing, the Taxpayer shall immediately contact the Department of Revenue at 785-291-3660. The Department will not impose late filing penalties provided the Taxpayer follows the above requirement.

6. Upon any receipt of any transmission from the Taxpayer, the Taxpayer will be provided a 997 acknowledgment. A transmission that is received, but is not in the stipulated format will not constitute a valid return. For a return to be timely filed under Chapter 41 of the Kansas Statutes, it must be received in the standard format on or before the filing due date.

7. Any transmission received in an unintelligible or garbled form, and for which the Taxpayer cannot be identified, will not be provided a 997 acknowledgment. The absence of the 997 acknowledgment shall be treated as notice to the Taxpayer that the return was not received in the standard format.

8. The Taxpayer will mechanically store their records and will maintain such records in accordance with Chapter 41 of the Kansas Statutes for a period of 3 years from the date of filing.

9. This Agreement shall be valid and in effect from the date last appearing below. However, if the authorized agent signing such Agreement on behalf of the Taxpayer leaves the employment of the Taxpayer or becomes no longer authorized to sign such

returns, the Taxpayer's right to file returns electronically shall automatically be terminated until a new written Agreement is signed with the Department of Revenue. Such termination shall be effective as of the date the Department of Revenue receives actual notice from the Taxpayer that the agent's authority has ended. Any failure to comply with the provisions of this paragraph shall result in the Taxpayer being deemed to have filed an incomplete return.

10. This agreement can only be amended by the execution of a written addendum to this agreement by the Department of Revenue and the Taxpayer.
11. The Department of Revenue or the Taxpayer can cancel this Agreement at any time upon sixty (60) days notice to the other party.

12. This Agreement represents the entire understanding of the parties in relation to the electronic filing of returns.

13. The place of performance of this agreement is the Licensing/Marketing Unit, Alcoholic Beverage Control Division, Kansas Department of Revenue, 2rd Floor Docking State Office Building, Topeka, Kansas 66625-3512. It shall be governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year listed below:

TAXPAYER:

_____ _____
Print Name of Owner or Authorized Agent Title

_____ _____
Signature of Owner or Authorized Agent Date

On this_____day of _____, 20_____, before me, a Notary in and for the county

of _____ and state of _____, personally appeared the individual identified above who acknowledged that he/she executed the foregoing instrument.

Sworn to and subscribed before me

this _____ day of _____, 20_____.

_____
Notary Public

My Commission Expires:_____

KANSAS DEPARTMENT OF REVENUE

_____ _____
Print Name of Department's Authorized Agent Title

_____ _____
Signature of Department's Authorized Agent Date