

NON-STATE DRIVER AGREEMENT

This Agreement is entered into between the state agency identified below as the first party and the driver(s) and/or contractor identified below as the second party. Whereas the first party enters into this agreement authorizing the second party to use a state vehicle.

It is Mutually Agreed as follows:

1. The second party agrees that this agreement is subject to the provisions of K.S.A. 8-301 and K.A.R. 1-17-1 et seq. that are in effect at the time of the execution of this agreement or as may be changed during the term of this agreement. Specifically, the second party shall have a valid driver's license and shall only use the state vehicle as directed by the state agency for official state business.
2. Prior to use of the state vehicle, a copy of this Agreement shall be submitted to the Department of Administration, Division of Facilities Management. The second party shall not permit any other drivers to operate the vehicle.
3. A mileage and maintenance log is now in the vehicle and shall be continued to be maintained. A brief report of the mileage, condition, and uses of this unit shall be mentioned in quarterly reports submitted to the state agency. Maintenance on the vehicle will be performed in accordance with the state agency policy.
4. Any accidents of any type to or involving the vehicle will be immediately reported to the state agency and the Department of Administration, Division of Facilities Management in accordance with K.A.R. 1-17-1 et seq.
5. The second party agrees to indemnify and hold harmless the state agency from all damages, judgments, attorney fees or costs of any type incurred as a result of the second party's negligent or improper use of the vehicle. Where there are multiple parties of the second part, such parties are jointly and severally liable. This paragraph shall not be applicable to amounts for which the state indemnifies an employee pursuant to K.S.A. 75-6109.
6. The second party agrees to return the state vehicle immediately to the state agency if any of the above terms are breached.

The nature and purpose of the official state business requiring use of a state vehicle is as follows:

Circle whether the driver is a Volunteer or Independent Contractor employee.

Purpose:

Location:

Dates Requested:

Note: Maximum length of request is one year. Any request exceeding one year must be renewed annually.

Revised 02/05



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TO BE COMPLETED BY REQUESTING DEPARTMENT (FIRST PARTY)

State Agency: _____

Division: _____

Address: _____

Contact Person: _____ Phone: _____

Agency Owned Vehicle _____ Fax: _____
Other Vehicle _____

_____ Date: _____
Authorized Signature for Agency

TO BE COMPLETED BY DRIVER (SECOND PARTY)

****For additional drivers, please complete page 3****

Name: _____

Address: _____

Driver's License #: _____ Exp. Date: _____

_____ Date: _____
Signature

DFM APPROVAL: (For Office Use Only)

_____ Date: _____
Director, Department of Administration
Division of Facilities Management
Landon State Office Building, Room 600
Topeka, Kansas 66612



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The following are additional drivers of the second party who are authorized to use the state vehicle and have agreed to the terms and conditions of this contract:

1. Name: _____ Address: _____

Driver's License #: _____ Exp. Date: _____

Signature: _____ Date: _____

2. Name: _____ Address: _____

Driver's License #: _____ Exp. Date: _____

Signature: _____ Date: _____

3. Name: _____ Address: _____

Driver's License #: _____ Exp. Date: _____

Signature: _____ Date: _____

4. Name: _____ Address: _____

Driver's License #: _____ Exp. Date: _____

Signature: _____ Date: _____

5. Name: _____ Address: _____

Driver's License #: _____ Exp. Date: _____

Signature: _____ Date: _____