

**REAL ESTATE CONTRACT
AGREEMENT FOR TRANSFER OF REAL ESTATE**

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the City of Haysville, Kansas (hereinafter referred to as the "City") and U.S.D. No. 261, Sedgwick County, Kansas, (hereinafter referred to as the "District").

WITNESSETH:

- 1. Description (Park Parcel).** City is the owner of real estate, {hereinafter, "Park parcel"}, legally described as:
- 2. Description (Building Parcel).** District is the owner of real estate, {hereinafter, "Building parcel"}, legally described as:
- 3. Mutual Conveyance.** City and District will exchange the above described identified real estate parcels. The property shall be exchanged "as is" and neither party guarantees the condition or quality of such real estate or any improvements thereon.
- 4. Marketable Title.** Both parties, as transferors, shall convey a title report to the transferee within thirty (30) days of entering into this Agreement. Thereafter, title to the above-described real estate shall be transferred by quit claim deed, each to the other party, such title to be executed, acknowledged, and delivered at a date and time mutually agreed upon, but in no case more than forty-five (45) days following execution of this Agreement.
- 5. Consideration.** Both parties agree that each party offers the above described real property to serve as full consideration of this Agreement.
- 6. Inspection.** Closing of this contract is subject to both parties completing and approving any tests or inspections deemed necessary within thirty (30) days of acceptance of this Agreement by the Seller ("Inspection/Due Diligence Period"), including without limitation, obtaining any satisfactory environmental reports on the property. If either party is not satisfied, in their sole judgment with the above inspections or tests for any reason, then such party, at its option, may terminate this Agreement by giving notice of termination to the other party, in writing, on or before expiration of the Inspection/Due Diligence Period, and the parties shall have no further obligations to each other. Parties agree to provide reasonable access to the Property to conduct such inspections and testing during the Inspection/Due Diligence Period. All such inspections and testing shall be conducted at the sole cost and expense of the party conducting the test/inspection. Each party agrees to provide the other party with copies of any environmental studies and reports existing upon the property offered for transfer.

7. **Due Diligence.** Both parties shall complete all inspection/due diligence within thirty (30) days of the execution of this Agreement. If either party shall fail to approve the title report upon the parcel such party is anticipated to receive under this Agreement, this Agreement shall become void in its entirety.
8. **Insurance.** Each party agrees to continue to insure and maintain the property under their individual current ownership, until such exchange.
9. **Entirety of the Agreement.** All prior negotiations have been reduced to writing and are included herein. This Agreement constitutes the entire agreement of the parties and may not be amended, altered, or modified, except by written agreement of the Seller and the Purchaser.
10. **Binding Effect.** The terms and provisions of this Agreement shall extend to and become binding upon the heirs, executors, administrators, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date herein written.

CITY OF HAYSVILLE, KANSAS

**U.S.D. No. 261
SEDGWICK COUNTY, KANSAS**

Bruce Armstrong, Mayor

**, Chairman
School Board**

ATTEST:

ATTEST:

Janie Cox, City Clerk

Click to
Return to
Agenda

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. 06-12), 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 _____, 20_____.

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 to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (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 cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

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.