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STANDARD WAIVER OF SOVEREIGN IMMUNITY BY TOBACCO MANUFACTURER OR IMPORTER

WHEREAS, _____ represents that it is not a foreign
[Name of Manufacturer]
state or directly owned in whole or majority part by a foreign state, within the meaning of the
Foreign Sovereign Immunities Act, 28 U.S.C. § 1603;

WHEREAS, _____ represents that it is not owned
[Name of Manufacturer]
by, chartered by, operated for the benefit of, or an "arm" of a Native American Tribe;

WHEREAS, _____ was formed for all business and
[Name of Manufacturer]
commercial purposes allowed under the laws of the country of _____,
[Name of Country]
state or jurisdiction of _____, including the manufacture and sale of
[Name of State or Province]
cigarettes and tobacco products in the United States, and specifically the state of Kansas;

WHEREAS, _____ has applied to the State of
[Name of Manufacturer]
Kansas to be placed on the Kansas directory of compliant tobacco manufacturers ("Kansas
Directory"), pursuant to K.S.A. § 50-6a04(b);

WHEREAS, the State of Kansas requires that all tobacco manufacturers on the Kansas
Directory, to the full extent allowed by law, be subject to State regulations and enforcement of
Kansas law, including being susceptible to all remedies and enforcement measures permitted
under Kansas law;

WHEREAS, the State of Kansas requires that all tobacco manufacturers on the Kansas
Directory, either sign the Master Settlement Agreement and make payments pursuant to that
agreement or make escrow deposits as required by K.S.A. § 50-6a03;

THEREFORE, _____ hereby expressly waives
[Name of Manufacturer]
any claim or defense based in whole or in part on sovereign immunity and treaty rights,
including but not limited to any claims or defenses based on the fact that any of the
manufacturer's facilities are located on tribal or government lands and/or that its owner or owners
are members of a Native American tribe, against suit, liability, judgment and collection with
respect to the manufacturer's obligations and duties under K.S.A. § 50-6a01 *et seq.*;

In so waiving its immunity, _____ recognizes
and agrees, that any suits, or administrative actions brought against the manufacturer or any of its
affiliates relating to the duties and obligations referenced above, may be brought in the Kansas
courts, and that all such actions and proceedings, shall be governed by Kansas' substantive and
procedural law.

_____ agrees that upon the request of the
State, the manufacturer will assist the State of Kansas in the assessment and collection of any
Kansas taxes, surcharges, and escrow deposits due.

Finally, _____ agrees to the jurisdiction of the
District Court of the Third Judicial District, Shawnee County, Kansas, and to submit this
Standard Waiver of Sovereign Immunity as part of the initial, supplemental, and renewal
certifications required by K.S.A. § 50-6a04(c).

Executed this _____ day of _____, 20 _____.

[Signature of company official authorized to bind Manufacturer]

[Signature of company official authorized to bind Manufacturer]