

**Contract Terms of Agreement Between Wisconsin Department of Natural Resources
Bureau of Customer & Outreach Services and Authorized Sales Agent**

1. Purpose

The purpose of this Contract is to identify the roles, responsibilities, expectations and services of the DNR and any ASA authorized by the DNR to issue products using the DNR sales system.

2. Term and Termination

This Contract shall remain in effect from the date of execution until termination under this section, or for cause (see Section 9 - Cause for Termination). This Contract may be terminated without cause at any time by either party five (5) days after receipt of written notice by the other party. Upon termination by either party, the ASA shall pay for all approvals sold and return all equipment and supplies to the DNR within thirty (30) days of such termination.

3. Compensation, Reimbursements and Other Financial Responsibilities

3.1 The ASA shall charge the public issuance fees and/or transaction fees based on the fees established by Wisconsin Statutes and programmed into the GoWild System.

3.2 The DNR shall refund the ASA's security deposit for equipment when:

3.2.1. At the end of contract, point of sale devices, monitors, scanner and holster, cables, power supplies, printers, and other provided supplies have been returned in good, working condition.

3.2.2. All amounts due to the DNR for approval sales have been paid in full.

3.3 The DNR will provide the ASA with the federal 1099 tax form when the ASA meets the threshold for reporting in a calendar year.

4. Training and Support

4.1 The DNR shall provide training support and appropriate materials. The DNR shall also provide updates as policies, procedures or statutory changes take place.

4.2 The DNR shall provide "Help Desk" services for the ASA to assist with equipment or issuance problems, accounting problems and questions.

4.3 The DNR shall provide access to regulations to the ASA for distribution to hunters, anglers, and other DNR customers relating to all authorized WDNR products sold.

5. Equipment

5.1 The DNR shall provide the ASA with an online point of sale device, scanner with all power packs and connecting cables, and initial toner cartridge at each approved location for the sale and reporting of authorized DNR products; and provide maintenance on the terminal or printer if necessary. This equipment remains the property of DNR.

- 5.2 If the equipment is damaged or destroyed due to Force Majure (as indicated in provision 8.6 below), and not due to any negligence on the part of the ASA, then the ASA should work with the DNR to review the situation and determine next steps. If equipment is damaged or destroyed due to the negligence of the ASA, in whole or in part, then the ASA shall reimburse the DNR for the replacement cost of the equipment as of the date of loss.
- 5.3. At the time of initial enrollment, the ASA shall provide a \$500.00 refundable, non-interest-bearing security deposit for each set of equipment at the approved location.
- 5.4 The ASA shall obtain, maintain or secure access to high-speed (broadband) internet connections. These are permanent connections that are provided by an in-store local area network, cable modem or DSL. Wireless connections are allowed. In addition, the ASA must provide an electrical outlet in a location suitable to connect the sales equipment to. Extension cords/power strips may not be used.
- 5.5 The ASA shall purchase and maintain an adequate supply of plain white 8.5 inch by 11-inch printer paper and printer toner in order to conduct sales without interruption.
- 5.6 The ASA shall provide a clean and safe environment with reasonable security to protect equipment and supplies from damage and unauthorized use. The ASA shall also provide equipment location that is easily and safely accessible to the customer.
- 5.7 To prevent unauthorized use of the equipment, user IDs and passwords are required for each user to access the sales system. The DNR will provide the ASA with an initial "Manager" User IDs and temporary password. The ASA must change the temporary password upon first access of the terminal. User credentials are to be kept confidential and not openly displayed.
- 5.8 Equipment and supplies assigned to the ASA for the issuing of authorized DNR products are to be used for that purpose only and to be protected from unauthorized use. This includes the following restrictions:
 - 5.8.1 USB drives, phones, or other unauthorized peripheral equipment are prohibited and cannot be connected to the DNR provided equipment.
 - 5.8.2 ASAs may only use/connect keyboards, mice, or DNR provided peripherals (printer and scanner) to the DNR provided equipment.
 - 5.8.3 Bluetooth device pairings with DNR provided equipment are prohibited.
 - 5.8.4 Internet browsing on DNR provided equipment is prohibited.
- 5.9 This equipment remains the property of DNR, and this equipment cannot be sold, transferred, or discarded. Equipment shall not be removed from the authorized location without prior DNR approval. DNR sales equipment cannot be considered an asset as part of any sale of the business, foreclosure, or bankruptcy petition.
- 5.10 In the event defective equipment is replaced, the ASA shall return the defective equipment to DNR immediately in the manner as instructed.
- 5.11 The ASA shall pay the total replacement cost for any equipment that is not returned in a timely manner, or for equipment that shows obvious damage, is missing, or is destroyed. This does not include normal wear and tear to the equipment due to customer and ASA use. DNR is not liable for any damage to the ASA's property due to malfunction of the equipment. If the Contract is terminated due to equipment loss or damage, the DNR will retain the security deposit as a credit applied to the amount owed. An invoice will be sent to the ASA for the remaining balance due.

- 5.12 Equipment cannot be transferred from one address to another. In the event of a change of ownership of the ASA's business, the DNR shall be notified thirty (30) days in advance of any such change. The new owner must complete an application to become a DNR ASA, which is subject to approval by the DNR and is not guaranteed based on previous contracts for ASA at same location. This Contract is not transferable; a new Contract with the new owner must be signed and approved by the DNR.
- 5.13 Equipment provided is to be used for over the counter, in-person sales transactions. ASAs are not authorized to sell to customers using expanded sales options including, but not limited to phone sales, internet sales or mail order sales, unless specifically authorized through a separate DNR contract.

6. Financial Responsibility

- 6.1 The ASA shall authorize the DNR to access a bank account for electronic fund transfers to pay for all authorized DNR products sold. (See DNR Form 9400-601 Electronic Funds Transfer Authorization Agreement Registration Agent). Funds transfers to the State shall be scheduled for once a week, at the end of the calendar year, at the end of the license year, or at a frequency determined by the DNR.
- 6.2 All funds received from the sale of authorized DNR products, less any statutorily authorized fees to be retained by the ASA, shall be available in the designated agent account until swept by the State. Money collected from the sale of DNR approvals are State funds and any use of such funds for personal gain is prohibited by Wisconsin law (see Wis. Stat. § 29.566(2)). The ASA accepts the responsibility and duties of Trustee for all funds collected for the benefit of the DNR under this Contract. These funds will be available for withdrawal by the DNR by means of electronic transfer on a weekly basis, or at a frequency determined by the DNR.
- 6.3 The ASA shall complete a true and accurate Taxpayer Identification Number (TIN) Verification Form (Substitute W-9 form), as provided by the DNR, and submit the same to the DNR with a signed copy of this Contract. In the event the business name is changed, a new W-9 form must be submitted within thirty (30) days to the DNR.
- 6.4 In the event of failed electronic funds transfer (EFT), DNR shall determine if there is cause to lock out an ASA to prevent the sale of approvals. DNR may charge an additional fee for each failed EFT due to insufficient funds.

7. Issuance of Products, Fees, Customer Service and Customer Records

- 7.1 The ASA must sell all products that are available through the sales system and not restrict the types of products that can be purchased. The charging of any additional fees for products other than the amount established by federal laws and Wisconsin Statutes by the ASA is strictly prohibited. In addition, products cannot be sold for less than the established statutory fees.
- 7.2 It is expected that DNR products will be available at all times when the business is open. Exceptions and/or restriction must be pre-approved by the DNR in writing.
- 7.3 Customers shall not be required to purchase other merchandise from the ASA to obtain a DNR product.
- 7.4 All ASA employees authorized to issue products shall receive training prior to using the sales system. The ASA is responsible for notifying the DNR of any training needs. The DNR encourages all ASAs to utilize individual clerk User IDs for the purpose of identifying the authorized employee issuing products using the sales system.
- 7.5 The ASA shall ensure that each customer signs the electronic signature screen when purchasing a license. All customers should be personally attesting to statements. The ASA should not sign on behalf of the customer.

- 7.6 All personal data including Social Security Numbers provided by customers shall be kept confidential by the ASA.
- 7.7 Unauthorized voids may be charged against the ASA's account.
- 7.8 As a DNR authorized sales agent, the ASA agrees to represent the DNR and agrees to abide by the rules and regulations that govern the sale of hunting and fishing licenses including, but not limited to: verification of residency, requesting the appropriate forms of identification and proof of eligibility and meeting the safety education requirements prior to the issuance of the approval
- 7.9 If an agent door decal is provided by the DNR, the ASA may post it at the agent's location where easily visible to customers.
- 7.10 As an ASA of the DNR, it is your responsibility to represent the DNR in a professional manner, providing the best possible service in the delivery of DNR products and information, treating our mutual customers fairly and efficiently.
- 7.11 As an ASA of the DNR, you are not expected to answer questions pertaining to DNR rules and regulations. Customers should be referred to the DNR Call Center 1-888-936-7463.
- 7.12 The DNR reserves the right to limit the number of seasonal agents. ASAs must notify the DNR which months they are open. Seasonal ASAs must notify DNR when they will be shut down for the season and when they will re-open. This information allows the DNR to keep its web listing of agent locations current on the department's public-facing website and prevents customer from unnecessarily traveling to an agent location that is closed.

8. Communications and Other Guidelines

- 8.1 The ASA agrees to communicate with all "Help Desk" staff and the DNR in a professional and respectful manner.
- 8.2 The ASA is for all purposes an independent contractor and not an employee of DNR. DNR agrees that the ASA has sole control of the method, hours worked and time and manner of performance under this Contract other than specifically provided herein. DNR reserves the right only to inspect the business site or premises for the purposes of assuring performance under this Contract. DNR takes no responsibility for supervision or direction of the performance of the Contract to be performed by the ASA or the ASA's employees other than specifically provided herein. DNR further agrees that it shall exercise no control over the selection and dismissal of the ASA's employees.
- 8.3 The ASA agrees to save, keep harmless, defend and indemnify the State of Wisconsin, DNR and all its officers, employees and sales agents, against any and all liability claims, cost of whatever kind and nature, for injury or claim or loss or damage occurring in connection with or any way incident to or arising out of performance of this Contract or omissions of the ASA's employees or representatives.
- 8.4 In connection with the performance of work under this Contract, the ASA agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. §51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the ASA further agrees to take affirmative action to ensure equal employment opportunities. The ASA agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

- 8.5 The ASA must provide DNR with a current email address and accurate phone number, so the DNR can readily communicate with the ASA about required updates and receive monthly newsletters/training materials.
- 8.6 **FORCE MAJEURE.** Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

9. Cause for Termination

Pursuant to ch. NR 8.03(3)(c), Wis. Admin. Code, the DNR may rescind agent's status as a DNR authorized sales agent if the agent fails to comply with all provisions of this Contract, including but not limited to:

- 9.1 Failure to perform the services and meet the responsibilities as listed in this Contract.
- 9.2 Failure to abide by DNR policies and procedures for issuing recreational licenses and other products or providing poor representation of the DNR.
- 9.3 Insufficient funds on deposit for the sale of approvals causing failures to occur when transferring the revenue for these sales to the DNR.
- 9.4 Total activity is less than two hundred (200) transactions in a twelve (12) month period.
- 9.5 Failure to return replaced equipment within thirty (30) days or to reimburse the DNR for missing, damaged, or destroyed equipment sets or parts. The DNR reserves the right to retain some or all of the \$500.00 equipment security deposit for damaged, destroyed or missing equipment. Additional fees may apply.
- 9.6 Unauthorized transfer, sale, or disposal of equipment.
- 9.7 User credentials or licensee breach of security/confidentiality (e.g., release of or unauthorized access to customer personally identifying information).
- 9.8 Failure to complete the entire sales transaction with customer in person, as customer must be present to complete sales transaction and the ASA is not authorized to complete any other types of sales transactions as outlined in Contract provision 5.13 above. The ASA and its employees are prohibited from writing down customer information or completing transaction at a later time without that customer physically present.
- 9.9 Failure to provide written notification to the assigned DNR Business Support Specialist within thirty (30) days about a pending sale or closure of the business.
- 9.10 Improper and unauthorized use of DNR equipment for anything other than the sale or issuance of DNR recreational licenses or other DNR products, as outlined in Contract provision 5.8 above.
- 9.11 Improperly charging customers additional or reduced fees that are not authorized by federal laws or Wisconsin Statutes, as outlined in Contract provision 7.1 above.