

**Return signed page 1 with one full set of initialed pages 3-6  
 Retain copy of full set for your records**

Name of owner, director or corporate officer, Business and Address:

THIS CONTRACT is entered into by and between the State of Wisconsin, Department of Natural Resources (WDNR) and sales agents authorized by the WDNR to issue approvals using the sales system pursuant to 29.024(6)(a) Wis. Stats. and NR 8.03, Wis. Adm. Code.

The Department of Natural Resources and the authorized sales agent agree to the terms identified in the Contract Terms of Agreement. This contract, together with any referenced documents or instruments, shall constitute the entire contract. Any previous communication, contract or agreements are hereby superseded. Any contract revisions shall be made by a written amendment to the Contract Terms of Agreement, signed by both parties.

The Contract Terms of Agreement shall be governed by the laws of the State of Wisconsin.

By signing this contract, the Wisconsin Department of Natural Resources and the Authorized Sales Agent acknowledge receipt of and agree to the Contract Terms of Agreement.

**Authorized Sales Agent**

Business Name *(please print)*

|                                                         |                                        |                                           |
|---------------------------------------------------------|----------------------------------------|-------------------------------------------|
| <i>Partner or Owner Name (please print)</i>             | <i>Partner or Owner Signature</i>      | <i>Date Signed</i>                        |
| <i>Partner or Owner Name (please print)</i>             | <i>Partner or Owner Signature</i>      | <i>Date Signed</i>                        |
| <i>Partner or Owner Name (please print)</i>             | <i>Partner or Owner Signature</i>      | <i>Date Signed</i>                        |
| <i>Corporation (please print)</i>                       |                                        | <i>D/B/A Business Name (please print)</i> |
| <i>Corporation President Name (please print)</i>        | <i>Corporation President Signature</i> | <i>Date Signed</i>                        |
| <b>Or</b> <i>Executive Director Name (please print)</i> | <i>Executive Director Signature</i>    | <i>Date Signed</i>                        |

**Department of Natural Resources**

\_\_\_\_\_  
 Director, for the Secretary  
 Bureau of Customer & Outreach Services  
 Wisconsin Dept. of Natural Resources

\_\_\_\_\_  
 Date Signed

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

(Initial each page and return with page 1. Make copies for your records)

**Purpose**

1. The purpose of this agreement is to identify the roles, responsibilities, expectations and services of the Wisconsin Department of Natural Resources (WDNR) and sales agents authorized by the WDNR to issue products using the Department of Natural Resources sales system.

**Term**

2. This agreement may be terminated at any time by the Wisconsin Department of Natural Resources; or the sales agent may terminate this agreement by written notice to the Wisconsin Department of Natural Resources. Upon termination by either party, the sales agent shall pay for all approvals sold and return all equipment and supplies to the WDNR within 30 days of such termination. This agreement shall remain in effect from the date of execution until such termination. (see Section 11 - Cause For Termination)

**Responsibilities and Expectations of the Wisconsin Department of Natural Resources**

3. Compensation, Reimbursements and Other Payment Responsibilities
  - 3.1 Pay issuance fees and/or transaction fees based on the fees established by Wisconsin Statutes.
  - 3.2 Refund the security deposit for equipment when:
    - 3.2.1 All computers, monitors, scanners, cables, power supplies, and printers have been returned in good, working condition.
    - 3.2.2 All amounts due the Wisconsin Department of Natural Resources for approval sales have been paid in full.

**4. Equipment**

- 4.1 Provide the sales agent with an on-line terminal, printer, scanner with all power packs and connecting cables at each approved location for the sale and reporting of authorized WDNR products; and provide maintenance on the terminal or printer if necessary. This equipment remains the property of WDNR; equipment cannot be sold, transferred, or discarded without prior, written consent of the WDNR.

**5. Training and Support**

- 5.1 Provide training support and appropriate materials. Provide updates as policies, procedures or statutory changes take place.
- 5.2 Provide "help desk" services for sales agents to assist with equipment or issuance problems, accounting problems and questions.
- 5.3 Provide informational materials and regulations to sales agents for distribution to hunters, anglers, etc. relating to all authorized WDNR products sold.

**6. Sales Agent Enrollment, Review and Termination**

- 6.1 Wisconsin Department of Natural Resources will use established criteria to accept or deny applications to become a WDNR sales agent.

- 6.2 WDNR reserves the right to review all applications; the sales agent requires prior approval from WDNR to transfer equipment to a new owner.
- 6.3 In the event of failed electronic transfer of funds (EFT), WDNR shall determine if there is cause to lock out a sales agent to prevent the sale of approvals. WDNR will charge an additional fee for each failed EFT due to insufficient funds.

### **Services and responsibilities of the authorized sales Agent**

#### **7. Equipment**

- 7.1 At the time of initial enrollment, the sales agent shall remit a \$500.00 refundable, non-interest bearing security deposit for each set of equipment at the approved location. Please contact WDNR for additional equipment availability. Authorization of additional equipment request will be reviewed by the WDNR.
- 7.2 Obtain, maintain or secure access to high-speed (broadband) internet connection. 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 sales agent must provide an electrical outlet in a location suitable to be connected to the sales equipment.
- 7.3 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.
- 7.4 Provide a clean and safe environment with reasonable security to protect equipment and supplies from damage and unauthorized use. Provide equipment location that is easily and safely accessible to the customer in the manner in which the equipment is assembled. Equipment MUST NOT be disassembled.
- 7.5 To prevent unauthorized use of the equipment user IDs and passwords are recommended for each user to access the sales system. The WDNR will provide the sales agent with an initial "Manager" User IDs and temporary password. User credentials are to be kept confidential and not openly displayed.
- 7.6 Supplies and equipment assigned to the sales agent for the issuing of authorized WDNR products are to be used for that purpose only and be protected from unauthorized use.
- 7.7 This equipment remains the property of WDNR; equipment cannot be sold, transferred, or discarded without prior consent of WDNR. Equipment shall not be removed from the authorized location without prior WDNR approval. WDNR sales equipment cannot be considered an asset as part of any sale of the business, foreclosure or bankruptcy petition.
- 7.8 In the event defective equipment is replaced, the sales agent shall return the defective equipment immediately as instructed.
- 7.9 The sales agent shall pay the total replacement price for any equipment that is not returned in a timely manner, or for equipment that shows obvious abuse or is destroyed. WDNR is not liable for any damage to the sales agent's property due to malfunction of the equipment.
- 7.10 Equipment cannot be transferred from one address to another. In the event of a change of ownership of the sales agent's business, the WDNR shall be notified 30 days in advance of any such change. The new owner must complete an application to become a WDNR authorized sales agent, which is subject to approval by the WDNR and is not guaranteed based on previous contracts for sales agents at same location. This agreement is not transferable; a new agreement with the new owner must be signed.
- 7.11 Equipment provided is to be used for over-the-counter, in-person sales transactions. Sales agents 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 WDNR contract.

**8. Financial Responsibility**

- 8.1 Authorize the Wisconsin Department of Natural Resources to access a bank account for electronic fund transfers to pay for all authorized WDNR products sold. Funds transfers shall be scheduled for once a week, or at a frequency determined by the WDNR.
- 8.2 All funds received from the sale of authorized WDNR products, less any statutorily authorized fees, will be held in trust for Wisconsin Department of Natural Resources. Money collected from the sale of WDNR approvals are State funds and any use of such funds for personal gain is prohibited by Wisconsin law (s.29.566(2), Wis. Stats.). The sales agent accepts the responsibility and duties of Trustee for all funds collected for the benefit of the WDNR under this agreement. These funds will be available for withdrawal by the WDNR by means of electronic transfer on a weekly basis, or at a frequency determined by the WDNR.
- 8.3 Complete and provide a true and accurate Taxpayer Identification Number Verification Form (W-9 form). In the event the business name is changed, a new W-9 form must be submitted within 30 days.

**9. Issuance of Products, Fees, Customer Service and Customer Records**

- 9.1 Charging any additional fees for products other than the amount established by Federal laws and Wisconsin Statutes is strictly prohibited. In addition approvals cannot be sold for less than the established statutory fees.
- 9.2 Customers shall not be required to purchase other merchandise from the sales agent in order to obtain a WDNR product.
- 9.3 Authorized sales agents must sell all products that are available through the sales system and not restrict the types of products that can be purchased.
- 9.4 All employees authorized to issue products shall receive training prior to using the sales system. The sales agent is responsible to notify the WDNR for any training needs. The WDNR encourages all sales agents to utilize individual clerk User IDs for the purpose of identifying the authorized employee issuing products using the sales system.
- 9.5 All personal data including Social Security Numbers provided by customers shall be kept confidential.
- 9.6 Voided transactions must be approved weekly by a sales agent Manager. Unauthorized voids may be charged against the sales agent's account.
- 9.7 Legacy (hard-copy) signed approval receipts, if any shall be kept on file for a period of 2 years plus the current year and available for inspection by WDNR or WDNR representatives during reasonable hours. Such receipts shall be filed in date order to be easily located upon request. Receipts can be discarded after retention period has passed.
- 9.8 As a WDNR authorized sales agent, you have agreed to represent the Wisconsin Department of Natural Resources and agree 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 prior to the issuance of the approval and meeting the safety education requirements.
- 9.9 Maintain adequate supplies of regulations and other informational materials. Display informational posters provided by the WDNR for easy visibility to the customers.
- 9.10. As a sales agent of the Wisconsin Department of Natural Resources, it is your responsibility to represent the Department in a professional manner; providing the best possible service in the delivery of WDNR products and information, treating our mutual customers fairly and efficiently.

9.11 As a sales agent of the Wisconsin Department of Natural Resources, any questions pertaining to rules and regulations should be referred to the WDNR Call Center 1-888-936-7463.

**10. Communications and Other Guidelines**

- 10.1 Communicate with all "Help Desk" staff and the WDNR in a professional, courteous manner.
- 10.2 The sales agent is for all purposes an independent contractor and not an employee of WDNR. WDNR agrees that the sales agent has sole control of the method, hours worked and time and manner of performance under this agreement other than specifically provided herein. WDNR reserves the right only to inspect the business site or premises for the purposes of assuring performance under this agreement. WDNR takes no responsibility for supervision or direction of the performance of the agreement to be performed by the sales agent or the sales agent employees other than specifically provided herein. WDNR further agrees that it shall exercise no control over the selection and dismissal of the sales agent's employees.
- 10.3 The sales agent agrees to save, keep harmless, defend and indemnify the State of Wisconsin, Department of Natural Resources 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 agreement or omissions of the sales agent's employees or representatives.
- 10.4 In connection with the performance of work under this contract, the contractor 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 s.51.01(5), Wis. Stats., 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 contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor 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.

**11. Cause for Termination**

- 11.1 Failure to perform the services and meet the responsibilities as listed in this agreement.
- 11.2 Failure to abide by the Department's policies and procedures for issuing recreational licenses and other products, or providing poor representation of the Wisconsin Department of Natural Resources.
- 11.3 Insufficient funds on deposit for the sale of approvals causing failures to occur when transferring the revenue for these sales to the WDNR.
- 11.4 Total yearly sales less than 200 transactions which will be reviewed annually by the WDNR.
- 11.5 Failure to return in a timely manner or reimburse the WDNR for missing or damaged equipment sets or parts.