

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES
VENDOR LICENSE AGENT CONTRACT

This Agreement is between the State of Illinois, Department of Natural Resources (hereinafter IDNR) and _____
(Business name)

(Street Address)

(City) (State) (Zip) (County)
(hereinafter Agent).

WHEREAS, the IDNR is authorized to appoint agents to sell electronic licenses under the electronic license system for hunting and fishing licenses and permits; and

WHEREAS, the Agent has filed an application with the IDNR to become an agent and represents that it is duly qualified and willing to perform the services set forth herein.

NOW THEREFORE, it is agreed between the IDNR and the Agent as follows:

1. Agent Duties.

The Agent shall:

- a. Make available for sale to the public during normal business hours the following types of electronic licenses and permits: all hunting and fishing licenses and permits, harvest registration, safety certificate. The Agent shall do so in strict accordance with (1) the terms of this Agreement; (2) all instructions, rules and regulations issued by the IDNR; and (3) the terms of the Vendor License Manual which is incorporated by reference herein and made a part of this Agreement.
- b. Collect survey information electronically as instructed by the IDNR including, but not limited to, the Federal Harvest Information Program Survey (HIP).
- c. Sell electronic licenses only at the business location specified in its application and at a place on the premises that is accessible to the public at all times the agent is open for business.
- d. Maintain, as instructed by the IDNR, displays, notices or other informational materials relating to electronic licenses that are provided by the IDNR.

- e. Provide access to a telephone line, either dedicated or non-dedicated, and access to electrical outlets to accommodate all equipment provided by IDNR for the purposes described herein. This equipment shall utilize the toll-free telephone number to the electronic license system provided by the IDNR.
- f. Maintain current and accurate records of all electronic license operations in conformance with law and as directed by the IDNR.
- g. Maintain a bank account in an FDIC insured banking association, savings association, trust company, or credit union organized under the authority of the State or the United States. The bank account shall be able to accept electronic fund transfers. The Agent shall provide the IDNR with all of the account information requested by the IDNR.
- h. Deposit all money received from the sale of electronic licenses in the account described above, less the amount retained according to this agreement as the issuing fee. The Agent's bank account shall be set up to permit the IDNR, through the State Treasurer, to electronically transfer the money to the State treasury.
- i. File with the IDNR, on a form and in a manner as the IDNR may require, reports of the Agent's receipts and transactions concerning the sale of electronic licenses.

2. IDNR's Duties.

The IDNR, or its duly authorized representatives, shall:

- a. Provide one terminal and printer, with printer paper and necessary supplies, at each authorized agent location and provide routine maintenance on the terminal for necessary repairs not due to abuse or neglect by the Agent or the Agent's employees.
- b. Any Vendor may acquire additional terminals at the following terms:

Outright Purchase:	\$3,094.50
Six Month Lease:	\$100.00 per month
Twelve Month Lease:	\$72.00 per month

In all cases the cost to the vendor includes installation, maintenance and help desk coverage
- c. Provide a toll free telephone number to the electronic license system to handle license transactions from the Agent's terminal to the electronic license system host system.
- d. Provide appropriate training materials and a toll free telephone "help desk" service to answer Agent's questions and assist with problems.

- e. Provide informational materials for the Agent to distribute to licensees regarding regulation requirements for game and fish activities.
 - f. Notify the Agent of the designated amounts to be transferred and the designated time of transfer prior to electronic transfer of funds.
 - g. Provide the Agent with instructions for the transfer of funds from the Agent's bank account to the State treasury and instructions for reconciling any differences between the Agent and the IDNR on the amount of money to be electronically transferred.
3. Restrictions on Sale of Electronic Licenses.
- a. All electronic licenses shall be completed at the Agent's business location. The Agent is responsible for the completion of each electronic license transaction for each electronic license sold at the Agent's place of business.
 - b. An Agent shall not issue a resident license to a person unless the Agent ascertains that the applicant is a resident as defined by Wildlife Code 520 ILCS 5/1.2m Resident. "Resident" means a person who in good faith makes application for any license or permit and verifies by statement that he or she has maintained his or her permanent abode in this State for a period of at least 30 consecutive days immediately preceding the person's application, and who does not maintain permanent abode or claim residency in another state for the purposes of obtaining any of the same or similar licenses or permits covered by this Code. A person's permanent abode is his or her fixed and permanent dwelling place, as distinguished from a temporary or transient place of residence. Domiciliary intent is required to establish that the person is maintaining his or her permanent abode in this State. Evidence of domiciliary intent includes, but is not limited to, the location where the person votes, pays personal income tax, or obtains a drivers license. Except for the purposes of obtaining a Lifetime License, any person on active duty in the Armed Forces shall be considered a resident of Illinois during his or her period of military duty.
 - c. The Agent shall not issue an electronic license unless the applicant for the electronic license provides a social security number and signs the applicant's full name in the spaces printed on the electronic license form.
 - d. An Agent shall not offer electronic licenses for free or at a nominal, reduced, or increased fees.
 - e. An Agent shall not waive all or part of the issuing fee or use electronic licenses in connection with a drawing, raffle, giveaway, or other sales promotion.

- f. In consideration of the services rendered under the terms of this Agreement, the Department shall compensate the agent at the rate of 75 cents per Sportsman's combination license and non-resident hunting licenses and 50 cents each for all other licenses, stamps and permits.
4. Responsibility for Materials and Equipment.
- a. Except for acts beyond its control, the Agent shall be responsible for damaged, lost, stolen, missing, or destroyed electronic licenses and materials and point of sale equipment relating to electronic licenses.
 - b. The Agent agrees to provide a deposit of \$250 for electronic license system hardware, with an additional deposit of \$150 per each terminal that is leased up to a maximum of \$500 per individual Agent. The deposit shall be held in a clearing account by the IDNR. The deposit shall be refunded at the time this Agreement is terminated if all point of sale equipment and related materials are returned to the IDNR in satisfactory condition.
 - c. The agent is required to carry appropriate insurance to insure the electronic license system hardware property provided.
5. IDNR Access to Electronic License Operations.
- a. The Agent agrees to allow the IDNR access to all materials and equipment related to its electronic license operations for inspections during normal business hours with or without notice to the Agent to determine whether the Agent is complying with the provisions of the Illinois Rules and the terms of this Agreement. The Agent agrees to allow the IDNR to inspect the Agent's business location at other times upon reasonable notice to determine whether the Agent is complying with the provisions of the Illinois Rules and the terms of this Agreement.
6. Liability.
- a. The Agent agrees to be responsible for, and liable for, all proceeds from the sale of electronic licenses regardless of the manner of payment and for all losses incurred due to theft, credit card fees, non-sufficient fund checks, and counterfeit currency.
 - b. Agent agrees that any contractual or tortious liability arising from the performance of this Agreement by the Agent or its agents or employees is the Agent's sole responsibility. The Agent agrees to indemnify and hold the State, its agents and employees, harmless from any and all claims or causes of action, including all attorney's fees incurred by the State arising from such performance of this Agreement by the Agent or its agents or employees. This provision shall not be construed to bar any legal remedies the Agent may have for the State's failure to fulfill its obligations under this Agreement.

7. Agent Status.

- a. The Agent agrees that the Agent is acting on behalf of the State and the IDNR only in its capacity as an Agent to sell electronic licenses.
- b. The Agent agrees to be bound by and comply with the provisions of this agreement, License Vendor Manual and all applicable provisions of law, rules, and instructions and orders issued by the IDNR.

8. Duration of Agent Agreement; Transferability.

- a. This Agreement shall be effective upon the date that the final required signature is obtained and shall remain in effect until terminated, canceled or suspended as provided herein.
- b. This Agreement remains in effect until the Agreement is terminated in writing at the request of the Agent or is terminated, canceled or suspended by the IDNR as stated in 9a.
- c. The Agent shall notify the IDNR in writing at least 30 days before any change of its business location, nature of business, or ownership. The IDNR shall reconsider an Agreement based on the original application criteria when there is a change in business location, nature of business, or ownership. The IDNR shall cancel the Agreement if the Agent no longer meets the criteria for acceptance of an original application.
- d. The Agent shall not assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the IDNR. Such consent to be provided in writing solely at the determination of the IDNR.

9. Forfeiture or Suspension of Agreement.

- a. This Agreement may be suspended or terminated and the Agent's right to handle and sell licenses forfeited if the IDNR finds that the Agent:
 - 1. Provided false or misleading information on the Agent's application to the IDNR; or
 - 2. While performing its duties as an agent of the IDNR under this Agreement, the Agent acted in a manner prejudicial to the public confidence in the integrity of the IDNR.
- b. The IDNR shall suspend this Agreement until the Agent returns to compliance if the IDNR finds that the Agent:

1. Changed business location without notice to the IDNR;
 2. Failed to account for materials and equipment for operation of the electronic license system;
 3. Failed to comply with a material term or condition of this Agreement;
 4. Committed an act that impairs the Agent's reputation for honesty and integrity related to fulfilling its duties as an agent of the IDNR;
 5. Failed to properly display license point of sale equipment and materials.
 6. Failed to have the financial stability or responsibility to act as an agent including, but not limited to, evidence of inadequate accounting records or a failure to maintain sufficient funds from the sale of electronic licenses in the appropriate bank account.
- c. Agents shall be suspended or terminated if the ACH withdrawal fails.
1. First fail: When an Agent's ACH attempt fails due to insufficient funds in the supplied account once in a 12 month period the agent's rights to sell license, etc., under this agreement shall be locked. Upon an ACH failure the agent is contacted by IDNR staff, the reason for the fail is determined and an attempt is made to retry the transfer of the funds within 5 business days. If the retry fails again, the Agent's account is moved in a suspended status, which prevents further sales to occur and this is considered a second Fail.
 2. Second fail: When an Agent's ACH attempt fails due to insufficient funds in the supplied account twice in a 12 month period or an ACH retry fails, the Agent is contacted by IDNR staff, the reason for the fail is determined and a retry is made to transfer the funds within the same business week. In addition to being placed in a suspended status, which prevents further sales to occur, but does allow the ACH retries to be processed. Agent will remain suspended until the ACH retries have been processed and cleared, or a certified cashier's check is delivered to the IDNR for the entire amount of the failed ACH transfer.
 3. Third fail: When an Agent's ACH attempt fails due to insufficient funds in the supplied account three times or the total failed ACH and failed ACH retries total is three or more within a 12 month period, the Agent is contacted by IDNR staff on the same day the report is available, the reason for the fails is determined and a retry is made to transfer the funds. The Agent will be put in suspended status, and notified of the termination of the Agent's contract. The Agent may submit a "request for reconsideration" within 30 days. IDNR shall move to recover the

equipment after this request for reconsideration is determined and the decision to terminate the agreement.

4. Agents who have three fails are closed or that fail to meet fiscal obligations provided for by the agent contract shall have their contracts terminated and shall be referred to the state collection services.

- d. If this Agreement is terminated or suspended the IDNR shall notify the Agent in writing. The Agent may, within 30 days from the day the notice was mailed, request that the IDNR reconsider the termination or suspension. A request for reconsideration shall include a written statement setting forth the Agent's legal, factual, or equitable arguments, along with any supporting documents. The IDNR may request that the Agent submit additional facts or documents before making a final decision. The IDNR, after considering any additional facts or documents submitted by the Agent, shall make a decision on whether or not to revoke the forfeiture or suspension of this Agreement.

10. Amendments.

Any amendments or modifications to this Agreement shall be in writing and shall not be effective until executed by the parties of this Agreement and approved by all officials as required by law.

11. Audits.

The books, records, documents, and accounting procedures and practices of the Agent and its employees, agents, or subcontractors relevant to this Agreement shall be made available and subject to examination by the IDNR, Legislative Auditor, and State Auditor for a minimum period of six years from the date of transaction.

12. Antitrust.

The Agent hereby assigns to the State of Illinois any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Illinois.

13. Complete Agreement.

This Agreement and any executed amendments constitute the entire agreement between the parties with regard to the matters set forth herein.

14. Agreement Interpretations

This agreement shall be interpreted in accordance with the laws of the State of Illinois and any disputes regarding this agreement shall be heard in the Illinois Court of Claims.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. AGENT:

Agent certifies that the appropriate person(s) have executed the agreement as required by articles, by-laws, resolutions, or ordinances and that such articles, by-laws, resolutions, or ordinances have been forwarded to the Illinois Department of Natural Resources with this agreement.

By _____

Title _____

Date _____

2. DEPARTMENT OF NATURAL RESOURCES:

By _____
(*Authorized signature*)

Title _____

Date _____