

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA GAME COMMISSION
HUNTING LICENSE ISSUING AGENT AGREEMENT

THIS HUNTING LICENSE ISSUING AGENT AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Pennsylvania Game Commission (PGC), 2001 Elmerton Avenue, Harrisburg, Pennsylvania 17110-9797.

AND

Corporation, LLC, partnership or individual owner name		(d/b/a)	Business name, if applicable	
Street Address				
City	State	Zip Code	County	
(Issuing Agent).				
<u>Email Address Required</u>				

WHEREAS, the PGC is authorized to appoint issuing agents to sell hunting and furtaker licenses and perform other related functions including issuance of various permits and drawing applications; and

WHEREAS, the Issuing Agent has filed an application or applications with the PGC to become an Issuing Agent and warrants that it has the capacity and the authority to enter into this Agreement and that it is fully qualified, capable and willing to perform all responsibilities and obligations of the Issuing Agent as set forth in this Agreement and other documents referred to in this Agreement.

NOW THEREFORE, for and in consideration of the covenants contained herein and intending to be legally bound, it is agreed between the PGC and the Issuing Agent as follows:

Issuing Agent Operations

1. This Agreement covers all Issuing Agent operations pertaining to the issuance of hunting and furtaker licenses and other essential related functions through the Pennsylvania Automated Licensing System (PALS) at the business location described in the original Application for Hunting License Issuing Agency or the application as amended by the Issuing Agent.

PGC Responsibilities

The PGC, or its duly authorized representatives, shall:

2. Unless the following equipment is not already in place provide one (1) complete PALS Point of Sale (“POS”) set of equipment compatible with the Issuing Agent’s personal computer as per specifications listed on the POS Agent Requirements form found online @ www.pgc.pa.gov and necessary supplies at each authorized Issuing Agent location, as designated by the Issuing Agent, and provide routine maintenance of the PALS equipment for necessary repairs not due to abuse or neglect by the Issuing Agent or the Issuing Agent’s employees. PGC, or its duly authorized agent, will ship equipment within a reasonable time after receipt of this signed Agreement and will provide installation instructions and training on use of equipment by telephone or electronic self-training. County Treasurers will be supplied with two (2) extra complete sets of POS equipment, in addition to the initial set, to handle the issuance of antlerless deer licenses.

3. Provide appropriate training materials and a toll-free telephone “help desk” service to answer Issuing Agent’s questions and assist with problems related to the operation of the system and the PALS equipment.
4. Provide informational materials for the Issuing Agent to distribute to licensees regarding regulation requirements.
5. Notify the Issuing Agent of the designated amounts to be transferred and the designated day of the electronic funds transfer (EFT) and transfer such funds from the Issuing Agent’s account to the PGC.
6. Provide additional equipment that may be leased at the Issuing Agent’s expense. All provisions of this Agreement apply to additional equipment leased by Issuing Agent.

Issuing Agent Responsibilities

The Issuing Agent shall:

7. Make available licenses, permits and drawing applications for sale to the public in strict accordance with: (1) the terms of this Agreement; (2) all policies, instructions, rules and regulations issued by the PGC; and (3) all other applicable laws, regulations, policies and instructions, notices and orders by PGC.
8. Ensure proper use of the PALS POS equipment and follow the PALS operating manual and all subsequent amendments and revisions to the manual.
9. Adhere to all applicable statutory and regulatory requirements and follow the policies and procedures provided in the *Instructions for Issuing Agents* manual issued annually by the PGC.
10. Collect all required customer information at the time of purchase. All information provided by the customer during purchase, including but not limited to drivers’ license number, social security number, address and all other personal customer data are the property of the PGC.
11. Verify, to the best of its ability, that customer information presented is true and correct and will not knowingly issue a license or permit based on false or misleading customer information.
12. Keep all customer information confidential and not use, release or permit the use of this information for any purpose not specifically authorized by the PGC or applicable law.
13. Collect survey information as instructed by the PGC.
14. Remain informed and knowledgeable of the laws, regulations and policies governing the requirements for licenses and permits and stay abreast of the changes in these requirements.
15. Ensure that each employee who sells licenses and permits has a general knowledge of the license types available and of the laws, regulations, policies and procedures associated with them. Employee training must also include instruction in proper handling and operation of PALS equipment, confidentiality of customer information, security procedures for equipment and stock supplies and where to get assistance if needed.
16. Be fully responsible for the actions of employees concerning the issuance of authorized items, associated supplies and equipment, and indemnify PGC against any and all loss or damage of any nature to persons or property relating to or resulting from any action or inaction of Issuing Agent or employees.

17. Return all original voided licenses and permits to PGC within fifteen (15) days of their issuance. Issuing Agent is responsible for paying the license fees for voids that are not returned within the specified time frame. Failure to comply with this requirement may cause PGC to immediately suspend or terminate Issuing Agent's ability to issue any license or permit. County Treasurers are required to retain voided licenses for audit by the Auditor General's Office.
18. Return any and all documents designated by the PGC within the timeframe specified by the PGC.
19. Maintain, as instructed by PGC, displays, notices or other informational materials relating to licenses and permits provided by PGC; distribute to customers and hunting guides other compliance or educational materials provided by PGC; and promote and market new products or privileges as instructed by PGC.
20. Maintain accurate records and other documents pertaining to this Agreement in accordance with all applicable laws, regulations, policies, instructions, rules, notices and orders issued by the PGC and generally accepted accounting principles. The Issuing Agent shall allow the PGC, or other authorized representatives, access to periodically inspect, review or audit PALS associated records, reports, canceled checks and any and all similar material pertaining to this Agreement. These records shall be maintained for thirty-one (31) days following the close of the license year or until the account is paid in full. In the event any work is authorized by the PGC to be subcontracted, the Issuing Agent shall require each subcontractor to similarly maintain and allow access to such records for audit purposes. County Treasurers must retain voided licenses, permits and other records for audit purposes by the Auditor General's Office, Bureau of County Audits. These voided licenses, permits and records are to be held for a minimum of one (1) year after date of audit and settlement, before being destroyed by the County Treasurer. This ruling does not abrogate any county regulations contrary thereto.
21. Sell licenses and permits only at the business location specified in the application or approved by the PGC, and at a place on the premises accessible to the public.
22. Protect PALS equipment and supplies provided under this agreement from unauthorized, wasteful, inappropriate or fraudulent use. The equipment and supplies must be placed in a location secure from abuse, damage, unauthorized use and pilferage. Issuing Agent agrees to use license paper stock only for purposes of printing licenses and permits. Issuing Agent must promptly notify PGC or its designee of equipment malfunction. PALS equipment and supplies are assigned to the specific Issuing Agent at the specific location that is noted on the Issuing Agent application. The equipment and supplies are not transferable without prior PGC approval. In the event defective equipment needs to be replaced, Issuing Agent must return the defective equipment immediately to the specified repair center, as instructed by the PGC or its duly authorized agent. Issuing Agent will be charged for any such equipment that is not returned and for equipment that the PGC determines, in its sole discretion, to show obvious signs of abuse or neglect by Issuing Agent.
23. Provide and maintain the appropriate Internet connection and access to a grounded electrical outlet that accepts a 3-prong plug. Proper and safe electrical connections must be maintained from outlet to the equipment.
24. Adhere to all technical automation specifications and requirements prescribed by PGC or its duly authorized agent.
25. Maintain an account in a federally insured financial institution organized under the authority of the Commonwealth of Pennsylvania or the United States ("bank account"). The bank account shall be able to accept Electronic Fund Transfers (EFTs). Issuing Agent shall provide the PGC with all of the account information requested by the PGC.

26. Deposit all money received from the sale of licenses and permits in the designated bank account less the amount retained according to law as the Issuing Agent fee.
27. Sign an Automated Clearing House (ACH) authorization agreement, attached hereto as Exhibit A, to permit the PGC to collect all funds due via an EFT from the designated bank account.
28. Have sufficient funds available in the designated bank account at the time of the EFT. It is a breach of this Agreement to have insufficient funds at time of EFT. Upon notification of insufficient funds for payment to PGC, PGC may immediately and without notice suspend or terminate Issuing Agent's authority to issue licenses and permits, may assess an administrative fee for delinquent collection and/or may seek other available relief at law or in equity. In addition, the PGC may require the Issuing Agent to increase the amount of the surety bond or to provide adequate bank account overdraft protection.
29. Be responsible for any fees related to the EFTs and maintenance of the designated bank account.
30. Provide written notification using the appropriate PGC form at least 15 days prior to changing banks, account numbers, ownership status, business status or other information used by PGC or its designee for the purpose of collecting monies owed by Issuing Agent. PGC may terminate this Agreement if Issuing Agent changes or suffers changes in any regard described in this paragraph resulting in the Issuing Agent no longer meeting PGC's criteria for acceptance for Issuing Agent's participation in PALS.
31. Unless already on file, provide to the PGC at the time of Issuing Agent's execution of this Agreement a performance bond or irrevocable letter of credit in a form and in the amount to be determined by PGC for each sales location to ensure full and complete performance by Issuing Agent under this Agreement. The Bond shall be issued from a reliable Surety Company acceptable to the PGC and licensed to do business in the Commonwealth of Pennsylvania and signed by a licensed agent. The surety bond or irrevocable letter of credit shall remain in full force and effect at all times during the term of this Agreement, at Issuing Agent's expense. The bond or irrevocable letter of credit shall ensure, for the benefit of the PGC, full and complete performance of Issuing Agent's obligations under this Agreement, including but not limited to Issuing Agent's collection, handling and transfer of funds due to PGC, protection of the equipment and supplies provided by the PGC to Issuing Agent and all other obligations of Issuing Agent under this Agreement.
32. Notify the PGC by telephone or email within 48 hours after, and submit a written report within 10 days after, any fire, theft or natural disaster affecting PALS equipment and supplies or records.
33. Issue a resident license only to a person who the Issuing Agent determines is a Pennsylvania resident.
34. Notify the licensee buyers of their obligation to sign their full name in the space provided on the license form.
35. Not offer or provide licenses or permits free or for any fee not authorized by PGC or applicable law or regulation.
36. Destroy all licenses and permits with prior to disposal if not required to be returned to the PGC for reimbursement.
37. Provide and maintain a valid e-mail address that is monitored and used by Issuing Agent.

Responsibility for Equipment

38. Except for events beyond its control, the Issuing Agent shall be responsible for the PALS equipment and all supplies relating to the issuance of licenses and permits.

39. Issuing Agent hereby assumes financial responsibility for any damage to the equipment resulting from negligence, malicious activity, abandonment, failure to return upon request by the PGC or improper electrical service to the equipment.
- a. **Equipment Maintenance:** Issuing Agent will call the equipment help desk for assistance in the event of a problem with equipment and will cooperate in carrying out any investigation or remedial action directed by the help desk. PGC, or its duly authorized representative, will repair or replace any defective equipment needed to operate the PALS, provided that the defect is not caused in whole or in part by (a) Issuing Agent's negligence, misuse or abuse of the equipment, (b) loss of equipment (i.e. equipment cannot be located by Agent) due to theft, misfeasance, malfeasance or any other cause, or (c) damage to or destruction of equipment by flood, fire, hurricane, or other natural disaster or casualty.
 - b. **Equipment Replacement:** PGC, or its duly authorized agent, will maintain a record of equipment in Issuing Agent's possession by serial number. If Issuing Agent's equipment malfunctions and must be replaced, PGC or its agent will supply a functional piece of replacement equipment and instructions. Issuing Agent shall follow the instructions furnished with respect to return of the malfunctioning piece of equipment and any peripheral items (cables, etc.). If Issuing Agent does not return a replaced piece of equipment within thirty (30) days of receipt of replacement equipment, Issuing Agent may be charged for the cost of the replacement equipment. PGC may collect equipment charges through EFT in an amount determined by PGC.
 - c. **Additional Equipment:** Issuing Agent may rent additional equipment for a fee. PGC may collect additional equipment rental fees through EFT for all additional equipment requested by Issuing Agent in an amount and at a frequency determined by PGC.
40. Issuing Agent shall carry appropriate insurance covering PALS equipment and supplies in an amount to be determined by PGC. Issuing Agent shall provide proof of insurance coverage upon the request of PGC.

PGC Access to PALS Operations

- 41. Issuing Agent agrees to allow the PGC access to all materials and equipment related to the PALS operations.
- 42. The PGC may make inspections during normal business hours with or without notice to the Issuing Agent to determine whether the Issuing Agent is complying with the terms of this Agreement.

Liability

- 43. Issuing Agent shall be responsible for, and liable to PGC for, receipt, protection and transfer of all proceeds from the sale of licenses and permits regardless of the manner of payment, and for all losses incurred due to theft, credit card fees and insufficient funds checks.
- 44. Issuing Agent agrees to hold all funds received from the sale of licenses and permits, less the Issuing Agent's fee, in trust for the PGC. The Issuing Agent agrees to accept the responsibility and duties of Trustee for all funds collected on behalf of the PGC. Funds collected for licenses and permits are Commonwealth funds, and any use of such funds in any way not specifically authorized under this Agreement is prohibited.
- 45. The Issuing Agent agrees to indemnify, defend and save and hold harmless the PGC, its officers, employees and agents from and against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from or arising out of the use, service, operation or performance of its responsibilities

under this Agreement and resulting from or arising out of the acts or omissions of the Issuing Agent, or any of its employees, agents or representatives.

Duration of Issuing Agent Agreement; Transferability

46. This Agreement shall be effective upon the date that the final required signature is obtained. The initial term of the Agreement shall be a period of five (5) years, and the Agreement shall continue in full force and effect upon the same terms and conditions for an additional one (1) year term and thereafter in successive one (1) year terms, unless and until the Agreement is terminated as provided herein.
47. The Issuing Agent shall notify the PGC in writing at least 30 days before any change of business location, nature of business, or ownership. The PGC shall reconsider an Agreement based on the original application criteria when there is a change in business location, nature of business, or ownership. The PGC shall terminate the Agreement if the Issuing Agent no longer meets the criteria for acceptance of an original application.

Remedies of PGC; Termination of Agreement

48. This Agreement may be terminated by the PGC without cause or for the convenience of PGC, by the PGC giving the Issuing Agent fifteen (15) days' notice prior to the effective date of such termination, and this Agreement may be terminated by Issuing Agent by giving the PGC thirty (30) days' notice prior to the effective date of such termination. This Agreement may also be terminated and the Issuing Agent's right to sell licenses and permits terminated by the PGC for any reason provided for herein. Any such termination for cause shall be effective immediately upon the giving of notice to the Issuing Agent, unless otherwise stated in such notice. In addition to the grounds for PGC termination stated elsewhere in the Agreement, this Agreement may be terminated in the event:
 - a. The PGC finds that the Issuing Agent provided false or misleading information on the Issuing Agent's application to the PGC; or,
 - b. The PGC finds that the Issuing Agent, while performing its duties as an issuing agent of the PGC under this Agreement, acted in a manner prejudicial to the public confidence in the integrity of the PALS or the PGC; or,
 - c. The PGC finds that the Issuing Agent failed to process 50 or more combined general hunting and furtaker license transactions annually.
49. In addition, the PGC may elect to suspend this Agreement until the Issuing Agent returns to compliance if the PGC finds that the Issuing Agent:
 - a. Changed permanent business location without proper notice to the PGC; or
 - b. Failed to account for materials and equipment for operation of the PALS; or
 - c. Failed to comply with a term or condition of this Agreement; or
 - d. Committed an act that impairs the Issuing Agent's reputation for honesty and integrity related to fulfilling its duties as an Issuing Agent of the PGC; or
 - e. Failed to properly display PALS equipment and materials; or
 - f. Failed to have the financial stability or responsibility to act as an Issuing Agent including, but not limited to, evidence of inadequate accounting records or a failure to maintain sufficient funds from the sale of electronic licenses and permits in the appropriate financial institution account.

CONTRACT SIGNATURES

1. When the Contractor is an Individual/Sole Proprietorship.

- a. Signature by Owner. If the contract is signed by the individual owner, the execution is proper with the signature of a witness. If the company's name is different than the individual's name, the signature page should indicate that the individual who signed the signature page is the owner.
- b. Signature by Someone Other than the Owner. If the contract is signed by someone other than the owner, a copy of the power of attorney from the owner authorizing the individual to sign contracts on behalf of the owner must be attached to the contract.

2. When the Contractor is a Partnership.

- a. Signature by Partner. If the contract is signed by a partner, the execution is proper without any additional signatures or documents. If the partnership is a limited partnership, only a general partner is authorized to sign on the partnership's behalf. If the contract is signed by a partner, the title "partner" should appear below the signature of the partner. If it is signed by a general partner for a limited partnership, the title "general partner" should appear below the signature of the general partner.
- b. Signature by Someone Other than a Partner. If the contract is not signed by a partner, then a copy of the power of attorney from one of the general partners authorizing the person to sign the contract must be attached to the contract.

3. When the contractor is a Limited Liability Company (LLC).

- a. Signature by Manager or Member. If the contract is signed by a manager or member, the execution is proper without any additional documents. The title "manager" or "member" should appear below the signature of the manger or member.
- b. Signature by Someone Other than a Manager or Member. If the contract is not signed by a manger or member, then a copy of the power of attorney from the manger or one of the members authorizing the person to sign the contract must be attached to the contract.

4. When the Contractor is a Corporation.

- a. If the contract is signed by the president or vice president AND a secretary, assistant secretary, treasurer or assistant treasurer, the execution is proper, and no additional signatures are required.
- b. If other than the corporate officer signs, a corporate resolution or other documentation must be attached evidencing that person's authority to sign on behalf of the corporation.

5. When the Contractor is Another Governmental Agency or Instrumentality.

The contract should be signed by the person or persons authorized by statute to execute contracts on behalf of the governmental agency or instrumentality or specified by their resolution.

A visual guide for completing the Hunting License Issuing Agent Agreement

Each agent must complete information on pages 1, 7 and 8 of the agreement

Page 1:

PGC-1.0 (Rev. 01/13)
48PA-6.0 (SAG 9/11/12)

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA GAME COMMISSION
HUNTING LICENSE ISSUING AGENT AGREEMENT

THIS HUNTING LICENSE ISSUING AGENT AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the Pennsylvania Game Commission (PGC), 2001 Elmerston Avenue, Harrisburg, Pennsylvania 17118-5797

AND

Richard Firearm (d/b/a) Firearm's Sporting Goods
Corporation, LLC, partnership or individual owner name (Business name, if applicable)

123 Firearm Lane
Street Address

Harrisburg PA 17111 Dauphin
City State Zip Code County

(Issuing Agent)

WHEREAS, the PGC is authorized to appoint issuing agents to sell hunting and furtaker licenses and perform other related functions including issuance of DMAP, bobcat and fisher hunting/trapping permits, mentored youth permits, drawing applications; and

WHEREAS, the Issuing Agent has filed an application or applications with the PGC to become an Issuing Agent and warrants that it has the capacity and the authority to enter into this Agreement and that it is fully qualified, capable and willing to perform all responsibilities and obligations of the Issuing Agent as set forth in this Agreement and other documents referred to in this Agreement.

NOW THEREFORE, for and in consideration of the covenants contained herein and intending to be legally bound, it is agreed between the PGC and the Issuing Agent as follows:

Issuing Agent Operations

1. This Agreement covers all Issuing Agent operations pertaining to the issuance of hunting and furtaker licenses and other essential related functions through the Pennsylvania Automated Licensing Service (PALS) at the business location described in the original Application for Hunting License Issuing Agency or the application as amended by the Issuing Agent.

PGC Responsibilities

The PGC, or its duly authorized representatives, shall:

2. Unless the following equipment is not already in place as supplied by the Pennsylvania Fish and Boat Commission, provide one (1) complete WebPOS set of equipment compatible with the Issuing Agent's personal computer as per specifications listed on the completed equipment survey form and necessary supplies at each authorized Issuing Agent location, as designated by the Issuing Agent, and provide routine maintenance of the PALS equipment for necessary repairs not due to abuse or neglect by the Issuing Agent or the Issuing Agent's employees, PGC, or its duly authorized agent, will ship equipment within a reasonable time after receipt of this signed Agreement and will provide installation instructions and training on site of equipment by telephone. County Treasurers will be supplied with two (2) extra complete sets of WebPOS equipment, in addition to the initial set, to handle the issuance of antlerless deer licenses.

Page 1 of 12

Do NOT Complete. PGC Use Only

Agent must enter name, name of business, address and county.

Page 7:

Miscellaneous Provisions

48. The Issuing Agent agrees that, in its capacity as an Issuing Agent, it will sell licenses and permits, and otherwise act on behalf of the Commonwealth and the PGC. However, at all times that it is acting in this capacity, the Issuing Agent shall be acting as an independent contractor and not as an employee of the PGC.

49. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

50. Any amendments or modifications to this Agreement shall be in writing and shall not be effective until duly executed by the parties to this Agreement. This Agreement and any executed amendments constitute the entire agreement between the parties with regard to the matters set forth herein.

51. This Agreement is exclusive between the parties and may not be assigned, delegated or transferred in whole or in part by the Issuing Agent without the prior written approval of the PGC.

52. Any and all notices required or permitted under this Agreement shall be delivered to the parties at the addresses indicated at the beginning of this Agreement.

53. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provision) and the decisions of the Pennsylvania courts. Issuing Agent consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. Issuing Agent agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

54. In the event that any one or more of the provisions herein contained shall be held to be in violation of or not enforceable because of any law, it is understood that said provisions shall be deemed modified to the extent necessary to comply with said law, or if such modification would be impracticable, shall be deemed deleted and none of the other rights or obligations herein shall be prejudiced or rendered unenforceable by reason thereof.

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

WITNESS/ATTEST:
Lily Dawn
Date: 11/11/11

ISSUING AGENT:
Richard Firearm
Owner/Partner/President/Vice-President Date: 11/11/11

ATTEST:
Administrative Secretary _____
Executive Director or Designee _____

Approved as to Legality and Form _____

PGC Check or Assurant Course
(Per PGC Agent Agreement)

Page 7 of 12

Agent or authorized person must sign and date here.

Witness or authorized person must sign here.
Write title of witness below signature.
If no title, print witness name.

Page 8:

Exhibit A

AUTHORIZATION AGREEMENT
FOR ELECTRONIC FUNDS TRANSFER (EFT)

Issuing Agent Name Firearm's Sporting Goods Issuing Agent Number 1234567

Owner or Authorized Corporate Officer Richard Firearm

Mailing Address 123 Firearm Lane

Phone Number (555) 555-5555 Fax Number (555) 555-5544

Contact Person Lily Dawn

Phone Number of Contact Person (555) 555-5555

Name of Financial Institution Bank

Address 456 Bank St, Bank, PA 17111

Phone Number (555) 999-9999

Exact Name as it appears on Account Firearm's Sporting Goods

Transit Routing/ABA Number (9 digits) 123456789

Account Number 00000000

Type of Account: Checking Account Savings Account

I hereby authorize the Pennsylvania Game Commission (PGC), or its duly authorized agent, to make automatic withdrawals for license, permit, equipment rental and other fees, as applicable, on a schedule determined by the PGC from my checking or savings account, located at the Financial Institution (FI) named above, and authorize the FI to charge such withdrawals to my listed account. The amount of such PGC withdrawal will be equal to the amount shown on my electronic funds transfer (EFT) notification of transaction, of which I am provided a record. Adjusting entries to correct errors and to collect additional charges, which may include cost of equipment replacement and penalties, are also authorized according to my agreement with the PGC.

Owner or Officer Name Richard Firearm Title President
(as indicated above)

Signed Richard Firearm Date 11/11/11

Attach a voided, cancelled or copy of a check from the account chosen for electronic payment; authorization CANNOT be processed without this attached.

Staple voided check
HERE

Page 8 of 12

This section must be completely filled out by agent.

Agent or authorized person must sign and date here.

Agent must attach a voided check here.