

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA FISH AND BOAT COMMISSION
FISHING LICENSE ISSUING AGENT AGREEMENT**

THIS FISHING LICENSE ISSUING AGENT AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Pennsylvania Fish and Boat Commission (PFBC), P.O. Box 67000, Harrisburg, Pennsylvania 17106-7000,

AND

_____ (d/b/a _____)
(Corporation, partnership or individual owner name) (Business name)

(Street Address)

(City) (State) (Zip) (County)

(Issuing Agent).

WHEREAS, the PFBC is authorized to appoint issuing agents to sell fishing licenses and permits; and

WHEREAS, the Issuing Agent has filed an application or applications with the PFBC 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, it is agreed between the PFBC and the Issuing Agent as follows:

Issuing Agent Operations

1. This Agreement covers all Issuing Agent operations pertaining to the issuance of fishing licenses and permits through the Pennsylvania Automated Licensing Service (PALS) at the business location described in the original Application for Fishing License Issuing Agency or the application as amended by the Issuing Agent.

PFBC Responsibilities

The PFBC, or its duly authorized representatives, shall:

2. Provide one (1) complete PALS Point of Sale ("POS") set of peripheral equipment compatible with the Issuing Agent's personal computer 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. PFBC, 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.
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 PFBC.
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. Provide and maintain a personal computer that meets all PFBC prescribed requirements.
8. Provide a high-speed internet connection.
9. Provide and maintain a valid e-mail address that is monitored and used by the Issuing Agent.
10. Make available licenses and permits 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 PFBC; and (3) all other applicable laws, regulations, policies and instructions, notices and orders by PFBC.
11. Ensure proper use of the PALS POS equipment and follow the PALS operating manual and all subsequent amendments and revisions to the manual.
12. Adhere to and follow the policies and procedures provided in the *Handbook for License Issuing Agents* issued by the PFBC.
13. 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 PFBC.
14. 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.
15. Keep all customer information confidential and not use, release or permit the use of this information for any purpose not specifically authorized by the PFBC or applicable law.
16. Collect survey information as instructed by the PFBC.
17. 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.
18. 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.
19. Be fully responsible for the actions of employees concerning the issuance of authorized items, associated supplies and equipment, and indemnify PFBC 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.

20. Return all original voided licenses to PFBC 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 PFBC to immediately suspend or terminate Issuing Agent's ability to issue any license or permit.
21. Return any and all documents designated by the PFBC within the timeframe specified by the PFBC.
22. Maintain, as instructed by PFBC, displays, notices or other informational materials relating to licenses and permits provided by PFBC; distribute to customers and fishing guides other compliance or educational materials provided by PFBC; and promote and market new products or privileges as instructed by PFBC.
23. Maintain accurate records and other documents pertaining to this Agreement in accordance with generally accepted accounting principles. The Issuing Agent shall allow the PFBC, 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 five (5) years. In the event any work is authorized by the PFBC to be subcontracted, the Issuing Agent shall require each subcontractor to similarly maintain and allow access to such records for audit purposes.
24. Sell licenses and permits only at the business location specified in the application or approved by the PFBC, and at a place on the premises accessible to the public.
25. 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, permits, reports and receipts. Issuing Agent must promptly notify PFBC 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 PFBC 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 PFBC. Issuing Agent will be charged for any such equipment that is not returned and for equipment that the PFBC determines, in its sole discretion, to show obvious signs of abuse or neglect by Issuing Agent.
26. Provide and maintain the appropriate Internet connection or analog telephone line (either dedicated or non-dedicated) 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 PALS terminal and printer.
27. Adhere to all technical automation specifications and requirements prescribed by PFBC or its duly authorized agent.
28. 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 EFTs. Issuing Agent shall provide the PFBC with all of the account information requested by the PFBC.
29. 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.

30. Sign an Automated Clearing House (ACH) authorization agreement, attached hereto as Exhibit A, to permit the PFBC to collect all funds due via an EFT from the designated bank account.
31. 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 PFBC, PFBC 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 PFBC may require the Issuing Agent to increase the amount of the surety bond or to provide adequate bank account overdraft protection.
32. Be responsible for any fees related to the EFTs and maintenance of the designated bank account.
33. Provide written notification using the appropriate PFBC form at least 15 days prior to changing banks, account numbers, ownership status, business status or other information used by PFBC or its designee for the purpose of collecting monies owed by Issuing Agent. PFBC 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 PFBC's criteria for acceptance for Issuing Agent's participation in PALS.
34. Provide to the PFBC at the time of Issuing Agent's execution of this Agreement a performance bond in a form and in the amount to be determined by PFBC 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 PFBC and licensed to do business in the Commonwealth of Pennsylvania and signed by a licensed agent. The surety bond shall remain in full force and effect at all times during the term of this Agreement, at Issuing Agent's expense. The bond shall ensure, for the benefit of the PFBC, 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 PFBC, protection of the equipment and supplies provided by the PFBC to Issuing Agent and all other obligations of Issuing Agent under this Agreement.
35. Notify the PFBC by telephone 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.
36. Not issue a resident license to a person unless the Issuing Agent determines that the applicant is a Pennsylvania resident.
37. Notify the licensee buyers of their obligation to sign their full name in the space provided on the license form.
38. Not offer or provide licenses or permits free or for any fee not authorized by PFBC or applicable law or regulation.

Responsibility for Equipment

39. 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.
40. 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 PFBC or PALS vendor or improper electrical service to the equipment.
 - a. **Equipment Maintenance:** Issuing Agent will call 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. PFBC, 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:** PFBC, 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, PFBC 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. PFBC may collect equipment charges through EFT in an amount determined by PFBC.
 - c. **Additional Equipment:** Issuing Agent may rent additional equipment for a fee. PFBC 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 PFBC.
41. Issuing Agent shall carry appropriate insurance covering PALS equipment and supplies in an amount to be determined by PFBC. Issuing Agent shall provide proof of insurance coverage upon the request of PFBC.

PFBC Access to PALS Operations

- 42. Issuing Agent agrees to allow the PFBC access to all materials and equipment related to the PALS operations.
- 43. The PFBC 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

- 44. Issuing Agent shall be responsible for, and liable to PFBC 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.
- 45. 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 PFBC. The Issuing Agent agrees to accept the responsibility and duties of Trustee for all funds collected on behalf of the PFBC. 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.
- 46. The Issuing Agent shall save, hold harmless and indemnify the Commonwealth of Pennsylvania, PFBC and their officers, employees and agents 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

47. 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.
48. The Issuing Agent shall notify the PFBC in writing at least 30 days before any change of business location, nature of business, or ownership. The PFBC shall reconsider an Agreement based on the original application criteria when there is a change in business location, nature of business, or ownership. The PFBC shall terminate the Agreement if the Issuing Agent no longer meets the criteria for acceptance of an original application.

Remedies of PFBC; Termination of Agreement

49. This Agreement may be terminated by the PFBC without cause or for the convenience of PFBC, by the PFBC 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 PFBC 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 PFBC 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 PFBC termination stated elsewhere in the Agreement, this Agreement may be terminated in the event:
 - a. The PFBC finds that the Issuing Agent provided false or misleading information on the Issuing Agent's application to the PFBC; or,
 - b. The PFBC finds that the Issuing Agent, while performing its duties as an issuing agent of the PFBC under this Agreement, acted in a manner prejudicial to the public confidence in the integrity of the PALS or the PFBC; or,
 - c. The PFBC finds that the Issuing Agent failed to process 100 or more annual fishing license or permit transactions.
50. In addition, the PFBC may elect to suspend this Agreement until the Issuing Agent returns to compliance if the PFBC finds that the Issuing Agent:
 - a. Changed business location without proper notice to the PFBC; or
 - b. Failed three EFT occurrences; or
 - c. Failed to account for materials and equipment for operation of the PALS; or
 - d. Failed to comply with a term or condition of this Agreement; or
 - e. 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 PFBC; or
 - f. Failed to properly display PALS equipment and materials; or
 - g. 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.

Miscellaneous Provisions

- 51. The Issuing Agent agrees that, in its capacity as an Issuing Agent to sell licenses and permits, the Issuing Agent is acting on behalf of the Commonwealth and the PFBC. However, the Issuing Agent is acting as an independent contractor and not as an employee of the PFBC.
- 52. 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.
- 53. 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.
- 54. 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 PFBC.
- 55. 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.
- 56. 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 provisions) 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.
- 57. 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:

ISSUING AGENT

Title: (date)

Owner/Partner/President/Vice-President

ATTEST:

PENNSYLVANIA FISH AND BOAT
COMMISSION

Administrative Secretary

Executive Director or Designee

Approved as to Legality and Form

PFBC Chief or Assistant Counsel
(file: PFBC Agent Agreement (April 2019))

Exhibit A

**AUTHORIZATION AGREEMENT
FOR ELECTRONIC FUNDS TRANSFER (EFT)**

Issuing Agent Name _____ Issuing Agent Number _____

Owner or Authorized Corporate Officer _____

Issuing Agent/Business E-Mail Address _____

Mailing Address _____

Business Phone Number (____) _____ Fax Number (____) _____

Contact Person _____

Phone Number of Contact Person (____) _____

Cell/Mobile Phone Number of Contact person (____) _____

Name of Financial Institution _____

Address _____

Phone Number (____) _____

Exact Name as it appears on Account _____

Transit Routing/ABA Number (9 digits) _____

Account Number _____

Type of Account: Checking Account Savings Account

I hereby authorize the Pennsylvania Fish and Boat Commission (PFBC), 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 PFBC 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 PFBC 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 PFBC.

Owner or Officer Name _____ Title _____
(as indicated above) (Please Print)

Signed: _____ Date: _____

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**