

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION**  
**LICENSE ISSUING AGENT AGREEMENT**

(Do not alter this Agreement. If information is incorrect, please call the New York State Department of Environmental Conservation at 518-402-9362.)

This Agreement entered into between the New York State Department of Environmental Conservation (hereinafter referred to as the "Department"), with offices at 625 Broadway, Albany, New York 12233, and \_\_\_\_\_

Name

as the       owner                       municipal clerk                       manager                      of

\_\_\_\_\_  
Business/Municipality Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/Town/Village

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

(hereinafter collectively referred to as the "License Issuing Agent").

**WITNESSETH:**

WHEREAS, the Department is authorized by §11-0713 of the Environmental Conservation Law (ECL) and applicable rules and regulations to appoint agents to issue licenses for the privilege of hunting, fishing and trapping in New York State; and

WHEREAS, the License Issuing Agent has applied to the Department for appointment as such a License Issuing Agent; and

WHEREAS, the Department has determined that the above License Issuing Agent applicant is qualified to be appointed as a license issuing agent.

NOW THEREFORE, the parties hereto agree as follows:

**1.      DEFINITIONS**

As used in this Agreement, the following terms shall have the meaning provided herein:

*License Issuing Agent* – shall mean both the *License Issuing Agent* and the *License Issuing Officer* as provided in 6 NYCRR § 177.1(f) and (g) of the Department regulations and shall also mean the duly appointed owner, municipal clerk, or manager set forth above.

*Assistant License Issuing Agent* – shall mean the individual appointed by the Licensing Issuing Agent to receive Department-sponsored training for the purpose of issuing sporting licenses and to be the point of contact for any Department inquiries.

*Approved location* – shall mean the business' or municipality's address as set forth in the beginning of this Agreement.

**2. APPOINTMENT**

A. The Department hereby appoints the License Issuing Agent and their duly appointed Assistant License Issuing Agent (designated below) to be an agent issuing hunting, trapping, and fishing licenses at the approved location.

B. The License Issuing Agent hereby appoints \_\_\_\_\_,  
Name  
\_\_\_\_\_, as the Assistant License Issuing Agent.  
Title

(See paragraph [11.F] herein for information regarding changes in appointment of the Assistant License Issuing Agent.)

**3. DEPARTMENT REPRESENTATIONS**

The Department hereby agrees that it will:

A. Allow the License Issuing Agent to retain a portion of each license sold as prescribed in Department laws, rules, and regulations.

B. Provide appropriate training and training materials to the Assistant License Issuing Agent, including a toll-free telephone “help desk” service to answer questions and assist with problems.

C. Provide informational materials, in a hard copy or electronic format, for use at the approved location for the License Issuing Agent and their authorized employees to distribute to hunters, anglers, trappers, etc. regarding regulatory requirements for all authorized licenses issued.

**4. AGENT REPRESENTATIONS**

The Agent hereby agrees that it will:

A. Provide authorization attached hereto as Attachment “A” for the Department to access a bank account for electronic fund transfers to pay for all licenses sold. Fund transfers shall be scheduled on a regular basis as determined by the Department.

B. Pay all amounts due to the Department. Failure to maintain an adequate balance in the License Issuing Agent’s account may result in immediate termination of this Agreement.

C. Provide a compatible computer system including a plain paper printer and access to the internet at no charge to the Department.

D. Indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against it in a court of competent jurisdiction, to the extent such loss is attributable to a negligent omission or tortious act of the License Issuing Agent, its agents, or employees, in the performance of this Agreement.

E. Be solely responsible for the supervision and direction of the performance of this Agreement by the Assistant License Issuing Agent and other authorized license issuing employees other than as specifically provided herein.

F. Alert the Department if the License Issuing Agent, Assistant License Issuing Agent, or other person issuing licenses is convicted of a misdemeanor or felony level criminal offense.

G. Not allow a person convicted of a misdemeanor or felony level criminal offense to issue licenses or have access to the license system, unless the person's conviction has been reviewed by the Department.

## **5. AGENT RESPONSIBILITY**

A. General Responsibility: The License Issuing Agent shall at all times during the Agreement term remain responsible. The License Issuing Agent agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. Suspension of Work (for Non-Responsibility): The Commissioner or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when he or she discovers information that calls into question the responsibility of the License Issuing Agent. In the event of such suspension, the License Issuing Agent will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the License Issuing Agent must comply with the terms of the suspension order. Agreement activity may resume at such time as the Commissioner or his or her designee issues a written notice authorizing a resumption of performance under the Agreement.

## **6. LICENSE ISSUING CONDITIONS**

A. All licenses authorized to be sold pursuant to this Agreement may only be sold by the License Issuing Agent, the Assistant License Issuing Agent, or authorized employees of the License Issuing Agent at the approved location set forth in this Agreement.

B. All employees authorized to issue licenses by the License Issuing Agent pursuant to paragraph "A" of this section, shall be appropriately trained in the use of the license issuing system and the business rules associated with the sale of sporting licenses and the entire DECALS sales catalog by the Assistant License Issuing Agent prior to using the issuance system.

C. At the Department's discretion, the Assistant License Issuing Agent will be required to take Department sponsored DECALS training as well as take and pass tests associated with training.

D. The License Issuing Agent and his/her employees who are authorized to issue licenses pursuant to this Agreement must abide by New York State Regulations 6 NYCRR Part 177 and 6 NYCRR Part 183.

E. All funds received from the sale of licenses, less any fees established by the Department, will be held in trust for the Department. Monies collected from the sale of licenses are Department funds and any other use of such funds is prohibited. The License Issuing Agent accepts the responsibility and duties of trustee for all funds collected for the benefit of the Department under this Agreement.

F. No license may be sold for a fee in excess of or less than the amount established by the Department.

G. The complete catalog of sporting licenses must be available for sale to the public at the License Issuing Agent's approved location as designated in this Agreement.

**7. CONFIDENTIALITY OF PERSONAL DATA**

A. All personal data provided by customers shall be kept confidential to the extent required by Law.

B. The License Issuing Agent will ensure that access to the Departments sporting license system is limited to the License Issuing Agent, Assistant License Issuing Agent, and staff at their location who they have authorized to use the system and who have been trained by the License Issuing Agent or Assistant License Issuing Agent, in the business rules regarding the sale of sporting licenses as well as system functionality.

C. Use of the sporting license system is limited to official business as it pertains to sporting licenses and the entire DECALS sales catalog.

**8. CHANGE IN OWNERSHIP**

In the event of a change in ownership of the License Issuing Agent's business, the Department must be notified 30 days in advance of any such change, and this Agreement becomes immediately terminated at the time of such change in ownership. This License Issuing Agent's appointment is not transferable and shall apply only to the License Issuing Agent's appointment to sell sporting licenses.

**9. CHANGE IN MUNICIPAL CLERK**

In the event of a change in municipal clerk from that who entered into this Agreement, the Department must be notified within 30 days of such change and this Agreement will become void at the time of such change. To avoid a disruption in service, a new Agreement should be submitted in advance of such change signed by the new municipal clerk.

**10. COMPLIANCE INSPECTIONS**

The Department reserves the right to inspect the approved location for the purpose of determining compliance with this Agreement.

## **11. TERMINATION**

In addition to any termination event appearing elsewhere in this Agreement, or provided in the applicable Department regulations, the following shall apply:

A. This Agreement may be terminated for cause if the Department determines that any false statements or omissions were made on the License Issuing Agent's application.

B. This Agreement may be terminated for cause for failure to comply with the terms of this Agreement at any or all approved locations at any time by the Department.

C. Either party may terminate this Agreement for convenience by 15 days written notice to the other party. Per ECL § 11-0713 municipalities must request authorization from the Department to terminate the agreement and cease selling sporting licenses.

D. In the event of termination of this Agreement, the License Issuing Agent shall pay for all licenses sold and not previously paid for within 30 days of such termination.

E. Termination for Non- Responsibility: Upon written notice to the License Issuing Agent, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Agreement may be terminated by the Commissioner or his or her designee at the License Issuing Agent's expense where the License Issuing Agent is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

F. In the event of a change in the appointment of the Assistant License Issuing Agent, the License Issuing Agent shall notify the Department of such change within 15 business days by submitting to the Department a completed revised License Issuing Agent Application Form attached hereto as Attachment "B," which shall provide, among other things, the name and title of the newly appointed Assistant Licensing Issuing Agent. In the Department's sole discretion, this agreement may be suspended or terminated in the event the Department is not notified of any change in appointment of the Assistant License Issuing Agent as provided herein.

## **12. TERM**

This Agreement shall remain in effect from the date of execution until such termination.

## **13. APPLICABLE LAWS**

A. This Agreement shall be governed by the laws of the State of New York.

B. All licenses shall be issued in accordance with the provisions of the New York Codes, Rules and Regulations of the State of New York and New York State Law and the policies and procedures of the Department.

**14. TOTAL AGREEMENT**

This Agreement together with any laws, documents and instruments herein referenced, shall constitute the entire agreement and any previous communication pertaining to this Agreement is hereby superseded.

**15. CONTRACT AMENDMENT**

Any agreement revisions, including payment adjustments or time extensions, shall be made by a written amendment to the agreement, signed by both parties.



**Attachment A**

**New York State Department of Environmental Conservation  
Division of Management & Budget Services  
Bureau of Revenue Management - 10<sup>th</sup> Floor**  
625 Broadway, Albany, New York 12233-4900  
Phone: (518) 402-9362  
Website: [www.dec.ny.gov](http://www.dec.ny.gov)

Please complete, review and sign this form. **Attach a voided check or a statement from your bank that includes the routing number and account number for the account from which the ACH debits will be drawn and mail these items to the address above.**

**New York State Department of Environmental Conservation Authorization Agreement for Direct Payments (ACH Debits) relative to the Department's automated sporting license system.**

Agent/Officer Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

I hereby authorize the New York State Department of Environmental Conservation, hereinafter called DEPARTMENT, to initiate debit entries to my account indicated below at the financial institution named below, hereinafter called DEPOSITORY, and to debit the same account. I acknowledge that the origination of ACH Transactions to my account must comply with the provisions of U.S. law.

Branch Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
ZIP Code: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Routing Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Account Type:     Checking    Savings

This authorization is to remain in full force and effect until DEPARTMENT has received written notification from me of its termination in such manner as to afford DEPARTMENT and DEPOSITORY a reasonable opportunity to act on it.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.**

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
 LICENSE ISSUING AGENT APPLICATION  
 ATTACHMENT "B"**



LICENSE ISSUING AGENT PERSONAL INFORMATION (Named on page #1 of the License Issuing Agent Agreement)		
<b>FIRST, MIDDLE INITIAL, LAST NAME:</b>	<b>DOB:</b>	
<b>HOME ADDRESS:</b>		
<b>STREET/PO BOX:</b>		
<b>CITY:</b>	<b>STATE:</b>	<b>ZIP CODE:</b>
<b>HOME TELEPHONE NUMBER: _____ WORK TELEPHONE NUMBER: _____</b>		
<b>HAS APPLICANT SOLD NEW YORK STATE HUNTING AND FISHING LICENSES PREVIOUSLY?    <input type="checkbox"/> YES   <input type="checkbox"/> NO</b> <b>IF YES, PLEASE PROVIDE AGENT NUMBER:</b>		
<b>ARE THERE ANY OUTSTANDING LIENS AGAINST OR JUDGMENTS IN THE NAME OF THE APPLICANT?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>HAVE YOU BEEN CONVICTED OF A MISDEMEANOR OR FELONY LEVEL CRIMINAL OFFENSE?*</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <b>IF YOU HAVE ANSWERED "YES", PLEASE PROVIDE THE FOLLOWING:</b> <ol style="list-style-type: none"> <li>i. Certificate of Disposition or similar document if the conviction occurred in another state;</li> <li>ii. A signed and dated statement describing the conviction(s), including sufficient detail of events leading up to the conviction and any post-conviction rehabilitation and good conduct;</li> <li>iii. One or more letters of recommendation from someone other than a relative and any additional documentation relevant to review of the application, such as a certificate of relief from disability and documentation showing personal accomplishments since the conviction(s), including professional licenses, rehabilitation documents, courses, or degrees.</li> </ol>		
*Note: A response of yes to the above question is not an absolute bar to serving as a license issuing agent or assistant license issuing agent.		
<b>IS THE APPLICANT 18 YEARS OF AGE OR OLDER?    <input type="checkbox"/> YES   <input type="checkbox"/> NO</b>		
<b>BUSINESS INFORMATION</b>		
<b>LEGAL NAME OF BUSINESS OR MUNICIPALITY:</b>		
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>		
<b>TYPE OF BUSINESS:   <input type="checkbox"/> GOVERNMENT   <input type="checkbox"/> SOLE PROPRIETORSHIP   <input type="checkbox"/> CORPORATION   <input type="checkbox"/> PARTNERSHIP</b> <input type="checkbox"/> LIMITED PARTNERSHIP		
<b>BUSINESS MAILING ADDRESS</b>		
<b>STREET/PO BOX:</b>		
<b>CITY:</b>	<b>STATE:</b>	<b>ZIP CODE:</b>
<b>BUSINESS SHIPPING ADDRESS (If Different From Above)</b>		
<b>STREET ADDRESS:</b>		
<b>CITY:</b>	<b>STATE:</b>	<b>ZIP CODE:</b>
<b>BUSINESS TELEPHONE NUMBER:</b>		<b>BUSINESS FAX NUMBER:</b>
<b>BUSINESS E-MAIL ADDRESS:</b>		
<b>HAS THIS BUSINESS LOCATION SOLD NEW YORK STATE HUNTING AND FISHING LICENSES PREVIOUSLY?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <b>IF YES, PLEASE PROVIDE AGENT NUMBER:</b>		

