



AUTOMATED LICENSING SYSTEM

For Office Use Only

Received _____ Entered _____
Contacted _____ WOCRMS Agent ID# _____

APPLICATION FOR APPOINTMENT LICENSE & GAME CHECK AGENT AND EFT AUTHORIZATION

Business Name			
Primary Business Contact Name (Last, First)		Business E-mail Address	
Business Phone		Alternate Phone Number	
Business Physical Address (No P.O. Boxes)			
City	State	ZIP Code	County (if in the state of Ohio)

Business Mailing Address <input type="checkbox"/> Check if same as above.			
City	State	ZIP Code	County (if in the state of Ohio)

TYPE OF BUSINESS

<input type="checkbox"/> Corporation If a corporation with multiple store locations, is a corporate account desired? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Federal Tax ID# :		Corporate Contact:	Phone:
<input type="checkbox"/> Sole Proprietorship Owner Name		Home Phone	
Home Address	City	State	Zip
Federal Tax ID#	and SSN		
<input type="checkbox"/> Partnership Partner Name		Home Phone	
Home Address	City	State	Zip
Federal Tax ID#	and SSN		
Partner Name		Home Phone	
Home Address	City	State	Zip
Federal Tax ID#	and SSN		

Bank Name		Phone Number
Type of Account <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Routing Number (9 digits)	Account Number

I authorize the State of Ohio, Division of Wildlife, to withdraw funds from the above referenced account for payment of sales of fish and wildlife licenses and permits.

Account holder name PRINTED

Signature of account holder

Date

Attach a voided check or deposit slip.

Please mail original documents to:

**ODNR Division of Wildlife
License Agent Application
2045 Morse Road, Bldg. G-2
Columbus, Ohio 43229-6693**

**Phone 1-800-WILDLIFE (1-800-945-3543)
FAX 1-614-263-8144**

CERTIFICATION

I _____ am authorized to sign or act on behalf of the business identified on this form. I certify that the information contained on this application is true and correct. I also authorized credit reporting agencies to provide the Division of Wildlife with information necessary for assessing by credit worthiness.

Signed: _____ Date: _____



AUTOMATED LICENSING SYSTEM



COMPUTER HARDWARE & SOFTWARE REQUIREMENTS

COMPUTER HARDWARE AND SOFTWARE

In order to become an authorized license and game check agent, applicants must possess or acquire (at their own expense) the computer hardware and software described below.

The Ohio Division of Wildlife will neither pay for nor subsidize the cost of required hardware and software, including toner cartridges and all other printer supplies.

The following hardware specifications are recommended as minimally acceptable.

• Personal Computer (desk-top or laptop):

- PC Processor..... Intel Pentium or Centrino at 1+ GHz clock speed
- PC Operating System MS-Windows XP or better
- PC Browser Software..... Internet Explorer 6.0 or later - Mozilla Firefox 1.0 or later
- PC RAM..... Minimum 128 mb, 256 recommended
- PC Fixed Disk Drive..... 5 Mb free
- Adobe Acrobat Reader Software..... Version 6.0 or higher (If you have Windows 7, Adobe Reader X may result in printing issues)

• PC Monitor:

- Monitor size..... at least 15” at 800x600

• Laser Printer:

- Printer Type Laser printer with a sheet feeder
- Printer Speed..... Capable of printing up to 17 pages per minute
- Printer Size..... Must accept 8.5” x 11” paper
- Printer/Ink Color..... Black & White
- Paper supplies..... The Ohio Division of Wildlife will provide license stock on which licenses/permits must be printed
- Other uses..... The laser printer should be dedicated to printing hunting & fishing licenses only

INTERNET CONNECTIVITY

The Ohio Division of Wildlife will neither pay for nor subsidize the cost of an internet or phone connection.

• Broadband

TCP/IP or broadband, DSL, ISDN, or other High Speed Internet connectivity is recommended. Though the application uses very little bandwidth, high speed connections are always “on”, thus eliminating dial-up connect time. In short, high speed connections result in a better, faster customer experience.

• Dial-up

Dial-up is acceptable. Dial-up users are highly discouraged from sharing the telephone line with other devices (such as using a splitter to share a single telephone line for multiple uses such as fax machines, credit card machines, etc.).

SUPPORT/MAINTENANCE

The Ohio Division of Wildlife will not provide PC support services or maintenance.



AUTOMATED LICENSING SYSTEM



LICENSE ISSUANCE & GAME CHECK CONTRACT (REVISED OCTOBER 2009)

This agreement by and between the Ohio Department of Natural Resources, Division of Wildlife, hereinafter referred to as the "Division," and _____, hereinafter referred to as the "License Agent," is effective on the date of signature by the Director.

WHEREAS, the Division is responsible for the issuance of hunting and fishing licenses, other licenses, permits, and applications, and the distribution and collection of revenues derived from hunting and fishing licenses, other licenses, permits, and applications, hereinafter referred to as licenses; and

WHEREAS, section 1533.13 of the Ohio Revised Code provides that the Chief of the Division may designate License Agents;

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, for the purpose of distributing licenses and collecting revenues therefrom, upon the terms and conditions of this Agreement, subject to the laws of the state of Ohio, and applicable orders, rules and regulations of the Division, the Division authorizes the License Agent to issue licenses and collect fees therefrom.

CONTRACT TERMS TO BE EXCLUSIVE

This written Agreement contains the sole and entire Agreement between the parties. Each of the parties has willingly entered into this Agreement.

It is further agreed that no waiver or modification of this Agreement or of any of its parts shall be valid unless in writing and signed by all parties to this Agreement.

NO ASSIGNMENT OF CONTRACT

The License Agent shall make no assignment or transfer of this Agreement or of any right, duty, or obligation of performance, in whole or in part without the written approval of the Division as further outlined by Clause Number 6 hereof.

CONFIDENTIALITY OF LICENSE APPLICANT INFORMATION

The License Agent understands and acknowledges that license applicants will disclose to the License Agent personal and confidential data, materials and information when seeking a hunting, fishing or trapping license. The License Agent promises and assures that data, material and information gathered by or disclosed to the License Agent in the License Agent's performance of this Agreement will not be disclosed to others, discussed with third parties or otherwise distributed or utilized by the License Agent or any representative or employee of the License Agent. All data received from license applicants, including Social Security numbers, shall be kept confidential. Any breach of this provision shall result in immediate termination of this Agreement.

SEVERABILITY

All terms and conditions contained herein are severable. In the event that any of them shall be held to be invalid by any court, the remaining terms and conditions shall remain in full force and effect.

DUTIES OF THE LICENSE AGENT

1. The License Agent agrees to provide services to the Division for the sale and issuance of hunting licenses, fishing licenses, other licenses, permits, tags, and applications in conformity with this Agreement; any applicable laws; all Division rules and regulations; and official directives to the License Agent issued in writing by the Division. Such sales shall be made only in the presence of the applicant for licenses and in and only in the locations identified in the License Agent Application, which application is incorporated by reference as if fully set out herein. The License Agent must issue all types of licenses, permits and stamps that it is authorized to offer through the automated license system.
2. In accordance with Ohio Revised Code 1533.13, the License Agent shall retain a fee of \$1.00 for each license, permit or stamp sold. No such fee is applicable when issuing no-fee licenses to those who are exempt from the purchase of hunting and/or fishing licenses and permits. The License Agent shall not add sales tax, surcharges, credit card usage fees, convenience fees, or service charges of any kind.
3. The License Agent agrees to sell or issue all licenses, permits, applications, products and services authorized by this Agreement at the prices established by applicable provisions of the Ohio Revised Code. The License Agent further agrees to perform all electronic game check transactions as prescribed by the Ohio Division of Wildlife; License Agents shall not charge a fee for game check transactions.
4. The Agent shall and will not charge additional fees of any kind nor require the applicant to purchase other goods or services as a condition of the sale of a license, or the completion of a game check transaction.

Office Use Only

License Agent ID# _____

DNR 8835 (R0313)

5. The License Agent agrees to perform electronic deer and turkey game check transactions, and other transactions as required.
6. The License Agent further agrees to hold in trust for the Division all fees collected from the sale of licenses, permits, applications, and other items except those License Agent fees provided by law or authorized by the Division. The License Agent agrees to remit all funds held in trust for the Division in the manner and frequency directed by the Division.
7. The License Agent agrees to be bound by the performance requirements set forth in any License Agent Manual issued by the Division, and in accordance with Chapters 1531 and 1533 of the Ohio Revised Code. The manual is incorporated by reference as if fully set out herein, and by any subsequent modifications to the License Agent Manual.
8. The License Agent agrees that the information contained in the License Agent Application is complete and accurate at the time this Agreement is made. The License Agent further agrees to notify the Division promptly when any of the information in the application changes.
9. The license Agency and the rights and obligations established by this Agreement are NOT assignable or transferable. The Division reserves the right to disapprove or qualify approval of an application for a change of ownership. In the event of either a voluntary or involuntary transfer or sale of the License Agent's business, the License Agent shall provide written notice to the Division by certified mail, return receipt requested, at least 45 days in advance of such transfer or sale.
10. The License Agent agrees to comply with all federal and state laws, rules and regulations involving nondiscrimination on the basis of race, color, creed, ancestry, religion, national origin, disability, handicap accessibility, age, sexual orientation, or sex and all laws and regulations concerning employment and wages. The License Agent further agrees to comply with all federal and state laws, rules and regulations administered by the Division and all pertinent provisions of section 125.111 of the Ohio Revised Code.
11. The parties agree that this Agreement may be terminated by the License Agent with thirty days written notice to the Division, provided that the License Agent has returned to the Division or fully compensated the Division for all forms, manuals, and other outstanding fees due.
12. The parties agree that the Division may terminate this Agreement, or eliminate certain sales locations from this Agreement, at any time due to a lack of need for continued services by the License Agent or for failure by the License Agent to meet the terms and conditions of this Agreement. The Division may determine that it no longer needs services from the License Agent as a result of general changes in the Division's programs or as a result of low sales volume by the License Agent. In such case the Division may terminate this agreement by providing thirty days written notice to the License Agent. The parties further agree that the Division may require that this Agreement be modified as a result of changes in Division programs or applicable laws, rules, and regulations.
13. When the Division notifies the License Agent that this Agreement is to be terminated or modified due to failure by the License Agent to meet the terms and conditions of this Agreement, the License Agent may request a conference with the Division's designee. At this informal conference, the alleged failure to conform shall be reviewed with the License Agent and the License Agent shall have the opportunity to refute or to explain the reasons for the alleged failure to conform. After the conference, the Division's representative may decide to continue the Agreement, place the License Agent on probation, require a cash bond, or confirm termination of this Agreement. The License Agent will be notified in writing of the Division's decision. Violation of the terms of any probation may result in termination of the Agreement without benefit of further conference. Such termination does not prevent the Division from pursuing any other remedy to which the Division is entitled by law or in equity, or elsewhere under this Agreement.
14. The License Agent agrees to safeguard all supplies provided by the Division as part of this agreement.
15. The License Agent agrees to provide, at no expense to the Division, all the necessary computer hardware and software devices. The Division of Wildlife will provide License Agents with minimum specification requirements in an addendum to the "Application For Appointment, License & Game Check Agent", which application and addendum is incorporated by reference as if fully set out herein.
16. Support Services and Performance Requirements:
 - The Division will provide paper stock on which licenses and permits must be printed.
 - The Division will maintain a Help Desk to answer regulatory questions from License Agents and other constituencies.
 - The Division will maintain database and application file servers and provide maintenance and support services directly related to the WOCRMS automated license system software application.
 - The Division will schedule system maintenance during non-peak selling periods and provide advanced notice of planned outages whenever possible. The Division reserves the right to conduct critical repairs immediately and without notification.
 - The Division or its Contractor shall provide training as follows:
 - Appropriate training to the assigned personnel.
 - Provide training materials and updated policies as needed.
 - Provide a toll free telephone Help Desk service.
 - Provide copies of informational materials and regulations for distribution to hunters and anglers pertaining to sport licenses sold through the automated license system, as long as copies of such materials remain available.
 - The License Agent is responsible for purchasing toner and maintaining replacement supplies for license printing.
 - The License Agent agrees to keep computer hardware clean and in good working order, so as to make licenses available to the public on demand.

- Neither the Division nor its contractor is responsible for providing desktop or laptop computer support services of any kind.
 - A working internet connection is necessary to process transactions. In the event that the License Agent experiences communication problems at the approved location, it is the sole responsibility of the License Agent to remedy those problems within a reasonable time period. Failure to comply could result in termination of this agreement. The Ohio Division of Wildlife will neither pay for nor subsidize the cost of an internet connection.
 - The License Agent must place computer hardware, printer, materials and signage within sight of a customer service area or within an appropriate location (sporting good or outdoor recreation department).
 - The License Agent agrees to provide access to any employee of the Division or the Division's contractor to inspect equipment or materials furnished by the Division.
 - The License Agent shall direct license applicants raising disputes or grievances regarding a hunting or fishing license denial or revocation to contact the Division immediately regarding the process for administrative review of a Division action.
17. The License Agent agrees to notify the Division or its representative immediately upon failure of their computer hardware equipment. The License Agent must take the necessary step to repair or replace computer equipment within a reasonable amount of time. The Division of Wildlife reserves the right to terminate a License Agency when it fails to meet this requirement.
18. The License Agent agrees that the Division will supply printer paper stock on which licenses and permits must be printed. The License Agent will not use these supplies for other than their intended purpose. The License Agent must notify the Division at least 5 days in advance of the need for additional supplies. However, under no circumstances will the Division incur any liability for failure to provide these supplies.
19. The License Agent agrees to print licenses and permits only on printer paper stock provided by and prescribed by the Ohio Division of Wildlife. Violation of this requirement could lead to termination of the License Agency.
20. The License Agent authorizes the Division or its representatives to make variable withdrawals or adjustments from or into the account identified by the voided check attached to the Application For Appointment as License and Game Check Agent, which is incorporated by reference as if fully set out herein, and any subsequent changes to the Application For Appointment as License and Game Check Agent. The check must be from an institution which is a member of the Automated Clearinghouse Association, and authorizes the financial institution to charge such withdrawals or adjustment to the License Agent's listed account. The amount of the withdrawals or adjustments will equal the amount due from the sale of licenses and permits, including fees due to third parties, and lease fees. Adjusting entries are also authorized. It is agreed that these withdrawals and adjustments will be made electronically under the rules of the Automated Clearinghouse Association. This authorization remains in effect until terminated or the Division confirms a change of account.
21. The License Agent certifies that he/she is authorized to make all necessary deposits, withdrawals, adjustments and other transactions related to the account identified by the voided check.
22. The License Agent agrees to be liable for all transactions made at the terminal(s) whether made by the License Agent, the License Agent's representative, or an unknown party.
23. The License Agent agrees to ensure that all transaction data is transmitted to the Division at least weekly or as specified by the Division.
Further, the Agent agrees to a minimum of six months unless a longer time period is specified in writing by the Division
24. The License Agent further agrees to abide by the requirements of the Termination Policy for Non-Transfer of Funds (Policy 40) which is incorporated by reference as if fully set out herein, and by any subsequent modifications to the Policy.
25. The License Agent acknowledges that it may be required to submit to an audit of funds handled under this agreement. Any such audit shall be conducted in accordance with guidelines specified by the Division.
26. The License Agent acknowledges that it is required to be current in payment of its taxes, permit fees, or other statutory, regulatory or judicially required payments to the State of Ohio or the United States government. The State of Ohio may perform status inquiries on such payments at any time. If the State of Ohio finds that the License Agent is in arrears on any such payments, this agreement may be suspended or terminated until payments are made current.
27. The License Agent agrees to review all reports made available by the Division and to notify the Division within five business days of discovery of any discrepancy. The License Agent will have 120 calendar days from the date of any transaction to discover discrepancies or the reports will be deemed true and accurate.
28. The License Agent agrees to pay a late fee equal to any fee charged by a bank for failed EFTs or bad checks, or by the Attorney General's office for collection of unpaid fees.

GOOD FAITH PERFORMANCE

The License Agent agrees to act in good faith in the performance of all obligations under this Agreement.

TIME OF THE ESSENCE

Time is of the essence in the performance of each and every term of this Agreement.



AUTOMATED LICENSING SYSTEM



LICENSE ISSUANCE & GAME CHECK CONTRACT (REVISED OCTOBER 2009)

This agreement by and between the Ohio Department of Natural Resources, Division of Wildlife, hereinafter referred to as the "Division," and _____, hereinafter referred to as the "License Agent," is effective on the date of signature by the Director.

WHEREAS, the Division is responsible for the issuance of hunting and fishing licenses, other licenses, permits, and applications, and the distribution and collection of revenues derived from hunting and fishing licenses, other licenses, permits, and applications, hereinafter referred to as licenses; and

WHEREAS, section 1533.13 of the Ohio Revised Code provides that the Chief of the Division may designate License Agents;

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, for the purpose of distributing licenses and collecting revenues therefrom, upon the terms and conditions of this Agreement, subject to the laws of the state of Ohio, and applicable orders, rules and regulations of the Division, the Division authorizes the License Agent to issue licenses and collect fees therefrom.

CONTRACT TERMS TO BE EXCLUSIVE

This written Agreement contains the sole and entire Agreement between the parties. Each of the parties has willingly entered into this Agreement.

It is further agreed that no waiver or modification of this Agreement or of any of its parts shall be valid unless in writing and signed by all parties to this Agreement.

NO ASSIGNMENT OF CONTRACT

The License Agent shall make no assignment or transfer of this Agreement or of any right, duty, or obligation of performance, in whole or in part without the written approval of the Division as further outlined by Clause Number 6 hereof.

CONFIDENTIALITY OF LICENSE APPLICANT INFORMATION

The License Agent understands and acknowledges that license applicants will disclose to the License Agent personal and confidential data, materials and information when seeking a hunting, fishing or trapping license. The License Agent promises and assures that data, material and information gathered by or disclosed to the License Agent in the License Agent's performance of this Agreement will not be disclosed to others, discussed with third parties or otherwise distributed or utilized by the License Agent or any representative or employee of the License Agent. All data received from license applicants, including Social Security numbers, shall be kept confidential. Any breach of this provision shall result in immediate termination of this Agreement.

SEVERABILITY

All terms and conditions contained herein are severable. In the event that any of them shall be held to be invalid by any court, the remaining terms and conditions shall remain in full force and effect.

DUTIES OF THE LICENSE AGENT

1. The License Agent agrees to provide services to the Division for the sale and issuance of hunting licenses, fishing licenses, other licenses, permits, tags, and applications in conformity with this Agreement; any applicable laws; all Division rules and regulations; and official directives to the License Agent issued in writing by the Division. Such sales shall be made only in the presence of the applicant for licenses and in and only in the locations identified in the License Agent Application, which application is incorporated by reference as if fully set out herein. The License Agent must issue all types of licenses, permits and stamps that it is authorized to offer through the automated license system.
2. In accordance with Ohio Revised Code 1533.13, the License Agent shall retain a fee of \$1.00 for each license, permit or stamp sold. No such fee is applicable when issuing no-fee licenses to those who are exempt from the purchase of hunting and/or fishing licenses and permits. The License Agent shall not add sales tax, surcharges, credit card usage fees, convenience fees, or service charges of any kind.
3. The License Agent agrees to sell or issue all licenses, permits, applications, products and services authorized by this Agreement at the prices established by applicable provisions of the Ohio Revised Code. The License Agent further agrees to perform all electronic game check transactions as prescribed by the Ohio Division of Wildlife; License Agents shall not charge a fee for game check transactions.
4. The Agent shall and will not charge additional fees of any kind nor require the applicant to purchase other goods or services as a condition of the sale of a license, or the completion of a game check transaction.

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License Agent ID# _____

DNR 8835 (R0313)

5. The License Agent agrees to perform electronic deer and turkey game check transactions, and other transactions as required.
6. The License Agent further agrees to hold in trust for the Division all fees collected from the sale of licenses, permits, applications, and other items except those License Agent fees provided by law or authorized by the Division. The License Agent agrees to remit all funds held in trust for the Division in the manner and frequency directed by the Division.
7. The License Agent agrees to be bound by the performance requirements set forth in any License Agent Manual issued by the Division, and in accordance with Chapters 1531 and 1533 of the Ohio Revised Code. The manual is incorporated by reference as if fully set out herein, and by any subsequent modifications to the License Agent Manual.
8. The License Agent agrees that the information contained in the License Agent Application is complete and accurate at the time this Agreement is made. The License Agent further agrees to notify the Division promptly when any of the information in the application changes.
9. The license Agency and the rights and obligations established by this Agreement are NOT assignable or transferable. The Division reserves the right to disapprove or qualify approval of an application for a change of ownership. In the event of either a voluntary or involuntary transfer or sale of the License Agent's business, the License Agent shall provide written notice to the Division by certified mail, return receipt requested, at least 45 days in advance of such transfer or sale.
10. The License Agent agrees to comply with all federal and state laws, rules and regulations involving nondiscrimination on the basis of race, color, creed, ancestry, religion, national origin, disability, handicap accessibility, age, sexual orientation, or sex and all laws and regulations concerning employment and wages. The License Agent further agrees to comply with all federal and state laws, rules and regulations administered by the Division and all pertinent provisions of section 125.111 of the Ohio Revised Code.
11. The parties agree that this Agreement may be terminated by the License Agent with thirty days written notice to the Division, provided that the License Agent has returned to the Division or fully compensated the Division for all forms, manuals, and other outstanding fees due.
12. The parties agree that the Division may terminate this Agreement, or eliminate certain sales locations from this Agreement, at any time due to a lack of need for continued services by the License Agent or for failure by the License Agent to meet the terms and conditions of this Agreement. The Division may determine that it no longer needs services from the License Agent as a result of general changes in the Division's programs or as a result of low sales volume by the License Agent. In such case the Division may terminate this agreement by providing thirty days written notice to the License Agent. The parties further agree that the Division may require that this Agreement be modified as a result of changes in Division programs or applicable laws, rules, and regulations.
13. When the Division notifies the License Agent that this Agreement is to be terminated or modified due to failure by the License Agent to meet the terms and conditions of this Agreement, the License Agent may request a conference with the Division's designee. At this informal conference, the alleged failure to conform shall be reviewed with the License Agent and the License Agent shall have the opportunity to refute or to explain the reasons for the alleged failure to conform. After the conference, the Division's representative may decide to continue the Agreement, place the License Agent on probation, require a cash bond, or confirm termination of this Agreement. The License Agent will be notified in writing of the Division's decision. Violation of the terms of any probation may result in termination of the Agreement without benefit of further conference. Such termination does not prevent the Division from pursuing any other remedy to which the Division is entitled by law or in equity, or elsewhere under this Agreement.
14. The License Agent agrees to safeguard all supplies provided by the Division as part of this agreement.
15. The License Agent agrees to provide, at no expense to the Division, all the necessary computer hardware and software devices. The Division of Wildlife will provide License Agents with minimum specification requirements in an addendum to the "Application For Appointment, License & Game Check Agent", which application and addendum is incorporated by reference as if fully set out herein.
16. Support Services and Performance Requirements:
 - The Division will provide paper stock on which licenses and permits must be printed.
 - The Division will maintain a Help Desk to answer regulatory questions from License Agents and other constituencies.
 - The Division will maintain database and application file servers and provide maintenance and support services directly related to the WOCRMS automated license system software application.
 - The Division will schedule system maintenance during non-peak selling periods and provide advanced notice of planned outages whenever possible. The Division reserves the right to conduct critical repairs immediately and without notification.
 - The Division or its Contractor shall provide training as follows:
 - Appropriate training to the assigned personnel.
 - Provide training materials and updated policies as needed.
 - Provide a toll free telephone Help Desk service.
 - Provide copies of informational materials and regulations for distribution to hunters and anglers pertaining to sport licenses sold through the automated license system, as long as copies of such materials remain available.
 - The License Agent is responsible for purchasing toner and maintaining replacement supplies for license printing.
 - The License Agent agrees to keep computer hardware clean and in good working order, so as to make licenses available to the public on demand.

- Neither the Division nor its contractor is responsible for providing desktop or laptop computer support services of any kind.
 - A working internet connection is necessary to process transactions. In the event that the License Agent experiences communication problems at the approved location, it is the sole responsibility of the License Agent to remedy those problems within a reasonable time period. Failure to comply could result in termination of this agreement. The Ohio Division of Wildlife will neither pay for nor subsidize the cost of an internet connection.
 - The License Agent must place computer hardware, printer, materials and signage within sight of a customer service area or within an appropriate location (sporting good or outdoor recreation department).
 - The License Agent agrees to provide access to any employee of the Division or the Division's contractor to inspect equipment or materials furnished by the Division.
 - The License Agent shall direct license applicants raising disputes or grievances regarding a hunting or fishing license denial or revocation to contact the Division immediately regarding the process for administrative review of a Division action.
17. The License Agent agrees to notify the Division or its representative immediately upon failure of their computer hardware equipment. The License Agent must take the necessary step to repair or replace computer equipment within a reasonable amount of time. The Division of Wildlife reserves the right to terminate a License Agency when it fails to meet this requirement.
18. The License Agent agrees that the Division will supply printer paper stock on which licenses and permits must be printed. The License Agent will not use these supplies for other than their intended purpose. The License Agent must notify the Division at least 5 days in advance of the need for additional supplies. However, under no circumstances will the Division incur any liability for failure to provide these supplies.
19. The License Agent agrees to print licenses and permits only on printer paper stock provided by and prescribed by the Ohio Division of Wildlife. Violation of this requirement could lead to termination of the License Agency.
20. The License Agent authorizes the Division or its representatives to make variable withdrawals or adjustments from or into the account identified by the voided check attached to the Application For Appointment as License and Game Check Agent, which is incorporated by reference as if fully set out herein, and any subsequent changes to the Application For Appointment as License and Game Check Agent. The check must be from an institution which is a member of the Automated Clearinghouse Association, and authorizes the financial institution to charge such withdrawals or adjustment to the License Agent's listed account. The amount of the withdrawals or adjustments will equal the amount due from the sale of licenses and permits, including fees due to third parties, and lease fees. Adjusting entries are also authorized. It is agreed that these withdrawals and adjustments will be made electronically under the rules of the Automated Clearinghouse Association. This authorization remains in effect until terminated or the Division confirms a change of account.
21. The License Agent certifies that he/she is authorized to make all necessary deposits, withdrawals, adjustments and other transactions related to the account identified by the voided check.
22. The License Agent agrees to be liable for all transactions made at the terminal(s) whether made by the License Agent, the License Agent's representative, or an unknown party.
23. The License Agent agrees to ensure that all transaction data is transmitted to the Division at least weekly or as specified by the Division.
Further, the Agent agrees to a minimum of six months unless a longer time period is specified in writing by the Division
24. The License Agent further agrees to abide by the requirements of the Termination Policy for Non-Transfer of Funds (Policy 40) which is incorporated by reference as if fully set out herein, and by any subsequent modifications to the Policy.
25. The License Agent acknowledges that it may be required to submit to an audit of funds handled under this agreement. Any such audit shall be conducted in accordance with guidelines specified by the Division.
26. The License Agent acknowledges that it is required to be current in payment of its taxes, permit fees, or other statutory, regulatory or judicially required payments to the State of Ohio or the United States government. The State of Ohio may perform status inquiries on such payments at any time. If the State of Ohio finds that the License Agent is in arrears on any such payments, this agreement may be suspended or terminated until payments are made current.
27. The License Agent agrees to review all reports made available by the Division and to notify the Division within five business days of discovery of any discrepancy. The License Agent will have 120 calendar days from the date of any transaction to discover discrepancies or the reports will be deemed true and accurate.
28. The License Agent agrees to pay a late fee equal to any fee charged by a bank for failed EFTs or bad checks, or by the Attorney General's office for collection of unpaid fees.

GOOD FAITH PERFORMANCE

The License Agent agrees to act in good faith in the performance of all obligations under this Agreement.

TIME OF THE ESSENCE

Time is of the essence in the performance of each and every term of this Agreement.



AUTOMATED LICENSING SYSTEM



Ohio Division of Wildlife License and Game Check Agent FAQs

What do I need to do to become an Ohio Division of Wildlife License and Game Check Agent?

Complete and Sign the Application for Appointment (License and Game Check Agent and EFT Authorization form), the License Issuance & Game Check Contracts (2 copies) and verify that you meet all of the hardware and software requirements.

Mail the completed application packet to:

**ODNR Division of Wildlife
License Agent Application
2045 Morse Rd., Bldg. G-2
Columbus, OH 43229**

Where does a license agent obtain their equipment?

License agents must supply their own equipment (see Computer Hardware & Software Requirements). The Ohio Division of Wildlife does not supply any equipment and does not provide any equipment support.

Will someone come to the agent location to train personnel how to use the license system?

No. After your application is approved, a representative from Active Network will call the agent to set up a training session. During the training session over the phone, you will need to have access to the internet on the computer that you are going to use to do your license sales and game check transactions. The training takes less than 1 hour.

How often will the Ohio Division of Wildlife draft funds from my bank account?

ACH drafts will occur weekly. The business week ends Monday at midnight and your draft will occur on Thursday. You will be able to access your weekly ACH report from your system every Tuesday. If Monday is a banking holiday, your business week will end Tuesday at midnight.

Do I need to have a separate bank account for the weekly sales draft?

No, however, we do recommend it in order to separate license sales revenue. We will do an ACH draft of your sales (less the issuing fee portion) from the account that you specify.

Do I need a surety bond?

No.

If I sell hunting/fishing licenses and permits, do I also have to check game?

Yes. Refer to #3 of the License Issuance & Game Check Contract.

How much money will I make?

License agents shall retain a fee of \$1.00 for each license, permit or stamp sold. License agents do not receive a fee for any license/permit/game check transaction in which there is no fee involved.

Can I charge more than the cost of the license?

No. The license agent shall not add sales tax, surcharges, credit card usage fees, convenience fees, or service charges of any kind.

Who do I call if I have questions or concerns about my application packet?

Call 1-800-945-3543 to speak with someone about the license agent application process.