



**N.C. Wildlife Resources Commission**

License/Agent Section  
1707 Mail Service Center  
Raleigh, NC 27699-1707  
Fax 919-707-0292

<b>WRC USE ONLY</b>
<b>Date Received:</b>
<b>WRC Rep. ID:</b>

**WILDLIFE SERVICE AGENT INFORMATION**

Those interested in becoming a Wildlife Service Agent (WSA) must be operating from a fixed location in NC and shall have a minimum of one year's experience in operating the business for which the application is made or other equivalent business experience or training. Applicants shall review the WSA requirements and complete the application. Completed applications may be submitted by mail to the address listed at the top of this form, by fax 919-707-0292, or email at licenses@ncwildlife.org.

**WSA Requirements:** Upon approval of the application, WSAs shall comply with the following:

- Provide their own computer equipment, including a printer and Internet access, for the purpose of providing services as a WSA.
- Complete online user training requirements necessary to provide services as a WSA.
- Have a bank account to draft from on a weekly basis. **A Voided Check or Withdrawal Slip for that bank account must be provided.**
- Be available to the general public during regular weekly business hours. Vessel agents may set their vessel registration hours with approval from the North Carolina Wildlife Resources Commission (NCWRC); however, these can be no less than 50% of the regular weekly business hours.
- **Sign WSA Agreement and submit W-9 Form.**

**WSA Application:** Applicants have the option to sell hunting/fishing licenses, register/title vessels, or provide both services. Those agents who sell licenses have the option to provide harvest reporting. WRC does not provide compensation for harvest reporting. Select the services you wish to provide, complete the remainder of this application, and return to the NCWRC.

<b>APPLICATION TYPE</b> (check all that apply):	<input type="checkbox"/> License (Hunting/Fishing)	<input type="checkbox"/> Vessel	<input type="checkbox"/> Big Game Harvest Reporting
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**BUSINESS INFORMATION – Completion of all fields required.**

Business Name:		
Mailing Address (City, State, Zip):		
Shipping Address (City, State, Zip):		
County Business is Located in:		
Phone: ( )	Fax: ( )	Email Address:
Business Contact Name:		Business Description (i.e. sporting goods store):
Business Type: (Check One) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Closely Held Corp. <input type="checkbox"/> Non-closely Held Corp.		

**OWNER INFORMATION – Completion of all fields required.**

Last Name:	First:	Middle:
Address (City, State, Zip):		
Date of Birth:	Driver's License #	How many years have you owned this business:

**SALES OUTLET OPERATIONAL DATES**

<input type="checkbox"/> Open Year Round	<input type="checkbox"/> Seasonal: Open Date_____ Close Date_____
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I certify that the information provided in this application is true and accurate. I also acknowledge that the information provided herein is no guarantee of being approved as a WSA.

I, \_\_\_\_\_, hereby consent to a criminal record check by the NCWRC through a third-party criminal record check vendor and a site inspection conducted by the NCWRC's Law Enforcement Division as a part of the evaluation process for my application to become a WSA. By signing this form, I agree to fully release and hold the NCWRC harmless for any injury or cause of action that might arise as a result of this check.

I understand that if I request it, I may receive a copy of the results of any such check. I further understand that I may provide any additional information or point out any information I believe to be in error on such report. Finally, I understand that this report is to be used solely for the purpose of considering my application, except that if such report discloses any outstanding warrants or charges, the NCWRC may report the same to the appropriate law enforcement agency.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name of Signee: \_\_\_\_\_ Title: \_\_\_\_\_



## WILDLIFE SERVICE AGENT AGREEMENT

Required under authority of G.S. 113-270.1.

**NCWRC Use Only**

Sales Outlet # \_\_\_\_\_

Approved By: \_\_\_\_\_

THIS AGREEMENT by and between \_\_\_\_\_, Print Business Name

a Wildlife Service Agent, hereinafter referred to as the "WSA," and the N.C. Wildlife Resources Commission, hereinafter referred to as "NCWRC," is effective on the date of signature by the WSA representative and supersedes any previous Agreement between the WSA and the NCWRC. Compliance with all provisions of the Agreement is necessary to continue appointment as a WSA.

THE PARTIES agree to the following terms and conditions:

1. The WSA shall provide the sale of NCWRC licenses which include hunting licenses, fishing licenses, other licenses, permits, applications, vessel transactions, and other items in conformity with this Agreement. Such sales shall be made only at the location identified in the WSA application and shall be made using the Go Outdoors North Carolina System, hereinafter referred to as "the GONC System," which is maintained by an authorized third-party vendor, hereinafter referred to as "the Vendor." The WSA shall comply with all applicable laws, all NCWRC rules and regulations currently in effect or that may be promulgated during the term of this Agreement, and official administrative directives issued by the NCWRC. The NCWRC agrees to communicate special information, instructions, and messages of general interest to the WSA through the GONC System.
2. The WSA shall sell all vessel transactions, licenses, permits, applications, and other items authorized by this Agreement at fees established by N.C. General Statute or the N.C. Administrative Code. No additional fees may be charged by the WSA for any transaction processed or license sold, and the collection of any such unauthorized fee shall be grounds for immediate termination of the WSA appointment.
3. The WSA agrees to hold in trust for the State of North Carolina all fees collected from the sale of vessel transactions, licenses, permits, applications, and other items, except those WSA fees provided by law or authorized by the NCWRC to be retained by the WSA. The WSA agrees to remit all funds held in trust for the State of North Carolina in the manner and times directed by the NCWRC.
4. The WSA shall sell a minimum of \$1,000 in transaction sales annually in order to remain eligible to participate as a WSA under the terms of this Agreement.
5. The WSA shall operate as a public convenience and shall serve the public in an efficient and helpful manner with all reasonable requests for assistance related to the duties of a WSA whenever open for business.
6. The WSA shall be informed and knowledgeable of the laws and rules governing requirements for licenses and vessel transactions and stay abreast of changes in these requirements so that the WSA can provide accurate and reliable information and instruction to persons who seek assistance in these matters.
7. Any State property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the WSA pursuant to this Agreement shall be kept as confidential, used only for the purpose(s) required to perform the duties of a WSA and not divulged or made available to any individual or organization without the prior written approval of the NCWRC. The State's data and property in the hands of the WSA shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The WSA agrees to reimburse the State for loss or damage of State property while in Vendor's custody. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement.
8. The Vendor shall notify the State of any security breaches within 24 hours. Notice is given to the WSA that the NC Department of Information Technology has requirements relating to the security of the State network, and rules relating to the use of the State network, IT software and equipment, that the WSA must comply with, as applicable. See, e.g., G.S. 143B-1376.

9. The WSA shall not share data contained within the GONC System. Data collected and stored in the GONC System is not public record and should only be used to assist customers with NCWRC transactions.
10. Unless otherwise specified, the WSA shall provide service to all persons seeking assistance with matters related to the duties of a WSA during regular business hours. WSAs processing vessel transactions may establish hours equivalent to 50 percent of their regular business hours to process vessel transactions only. The WSA further agrees to post these hours where they are visible to the public.
11. The WSA agrees to provide computer equipment, including a printer and Internet access, for the purpose of providing services as a WSA.
12. Both parties agree on the following as it pertains to training, accessing the GONC System and technical support.
  - a) The Vendor shall provide the WSA online GONC System user training necessary to provide services as a WSA.
  - b) Upon completion of the WSA online training, the NCWRC shall provide the WSA access to the GONC System to perform transactions required by the NCWRC.
  - c) The Vendor shall provide technical support for the GONC System. The Vendor shall not provide technical support for WSA-owned equipment or WSA-provided Internet service.
13. The WSA shall upload the required transactional documents to the GONC System at the time of processing or mail all transaction documentation to the NCWRC daily.
14. The WSA agrees that the information contained in the WSA application and in any financial statements is complete and accurate at the time this Agreement is made. The WSA shall notify the NCWRC of any changes to the original application for appointment, such as business name, address, agent contact information, bank account information, business hours and other information related to agent appointment immediately.
15. The appointment as a WSA and this Agreement are singularly valid for the person named thereon who is authorized to act on behalf of the business and applies only to the business and location named. The rights and obligations established by this Agreement are NOT assignable or transferable.
16. The WSA shall notify the NCWRC if the ownership of the business, location, or management changes, at which point this Agreement shall become null and void. Written notice of any change in location, management, or transfer of fifty percent (50%) or more of the equity of the WSA's business shall be sent to the NCWRC at least 10 days prior to the change. The new owner may apply as a new WSA pursuant to the NCWRC's administrative rules.
17. The NCWRC may cancel or amend this Agreement at any time by providing the WSA written notice at least 30 days in advance of the cancellation or effective amendment date.
18. The WSA may cancel this Agreement at any time by sending written notice to the NCWRC. Upon receiving the written notice, the NCWRC shall provide the WSA instructions for settling the account. The WSA agrees to settle the financial account within 10 days of receipt of such instructions from the NCWRC.
19. The NCWRC may temporarily suspend the WSA appointment for failure to comply with the terms and conditions set forth in this Agreement or with any administrative rules/directives related to performance as a WSA. Deficiencies that shall at a minimum result in temporary suspension include, but are not limited to:
  - a) failure to deposit sufficient funds one or two times to cover the electronic transfer of funds each week;
  - b) failure to operate as a public convenience as specified in this Agreement one or two times;
  - c) failure to provide proper and correct information one or two times about wildlife transactions and related issues to customers as documented by customer complaints or NCWRC inspections;
  - d) failure to submit or return all required documentation for transactions one or two times, as outlined in this Agreement;
  - e) any other act or omission by the WSA that results in financial loss or that reflects poorly on the NCWRC.

20. The parties agree that temporary suspension is effective immediately upon notice to the WSA that states the grounds for temporary suspension and provides that the WSA may request a hearing within 5 working days if the WSA contests the grounds for suspension. The NCWRC agrees that if the initial notification is not in writing, it shall be followed by written notice of temporary suspension containing the same information. The WSA agrees that an employee of the NCWRC may enter the premises and impound all property issued or entitled to by the NCWRC such as equipment, moneys, record books, reports, license forms, other documents and materials pertinent to the WSA being temporarily suspended. The NCWRC agrees to make the impounded property, or copies of it, available to the WSA during the period of temporary suspension. The parties agree that if a hearing is requested, it shall be before the NCWRC's Executive Director or his designee and shall be held at a location specified by the Executive Director. The decision of the Executive Director shall be final and binding on the issue of temporary suspension. The parties agree that temporary suspension remains in effect until the hearing unless sooner vacated by the NCWRC's Executive Director and may not last longer than 30 days. However, a new suspension may be imposed if, at the end of the suspension period, the WSA has not corrected the deficiency or deficiencies that resulted in the initial temporary suspension. Any new suspension shall comply with the provisions of Section 19.
21. The parties agree that the NCWRC may terminate the WSA appointment for failure to comply with the terms and conditions set forth in this Agreement or with any administrative rules/directives related to performance as a WSA. Deficiencies that may result in mandatory termination include, but are not limited to:
- a) failure to deposit sufficient funds three or more times to cover the electronic transfer of funds each week;
  - b) failure to meet the minimum transaction sales requirement of \$1,000 annually;
  - c) failure to operate as a public convenience as specified in this Agreement three or more times;
  - d) failure to provide proper and correct information three or more times about wildlife transactions and related issues to customers as documented by customer complaints or NCWRC inspections;
  - e) failure to submit or return all required documentation for transactions three or more times, as outlined in this Agreement;
  - f) any other act or omission by the WSA that results in financial loss or that reflects poorly on the NCWRC.
22. The NCWRC shall provide a notice that states the grounds for termination of the appointment and the WSA's right to a hearing if it has not previously been afforded one. The NCWRC shall provide notice of the effective date and hour of termination. If the WSA has not been previously afforded a hearing, it is entitled to a hearing within 14 days before the NCWRC's Executive Director or his designee to be held at a location specified by the Executive Director. After the hearing, the Executive Director shall issue a decision. If the Executive Director upholds the decision to terminate the appointment, the WSA may appeal its termination to the NCWRC's Board. Pending the hearing and any appeal from it, the termination may be held in abeyance at the discretion of the Executive Director, but no transaction may be made once the WSA's termination effective date and time have passed.
23. The WSA agrees that upon termination of appointment, access to the GONC System shall immediately be terminated. The WSA shall return all supplies to the NCWRC and settle the WSA financial account, both within 10 days of the date of receiving written notice from the NCWRC. The WSA further agrees that employees of the NCWRC shall have the right to conduct necessary inspections and audits required when terminating the WSA.
24. The NCWRC agrees that the Executive Director or his designee holding a hearing pursuant to Section 22 must keep a written record of evidence considered and findings made. If the WSA appeals the Executive Director's decision or the decision of his designee to the NCWRC, the Commission Chairman or the Chairman's designee must cause a written record of evidence and findings to be made and kept. The parties agree that hearings and appeals are internal matters concerning WSAs of the NCWRC and are not governed by the North Carolina Administrative Procedure Act.
25. The WSA agrees that no person denied appointment or whose appointment was terminated is eligible to apply again for an appointment as a WSA for a minimum of two years. The parties agree that upon application, the NCWRC may not grant the appointment unless the applicant produces clear evidence, convincing to the NCWRC, that it meets all standards and qualifications and will comply with all requirements of statutes, rules, and administrative directives pertaining to WSAs.

26. The WSA agrees to comply with all Federal and State laws and rules as it pertains to providing services to the public, pursuant to this Agreement, the WSA agrees not to discriminate on the basis of race, color, religion, origin, disability, age, or sex.
27. The WSA authorizes the Vendor using Company ID C561545517 to make weekly withdrawals and adjustments from the account identified by the voided check or withdrawal slip provided during the initial application process. Additionally, the WSA authorizes their financial institution to accept such withdrawals and adjustments to the listed account and the Vendor to perform the prenote process as required by NACHA guidelines before the first ACH withdrawal.
28. The WSA understands that it is his/her responsibility to review the GONC System Weekly ACH Totals report for accuracy and ensure adequate funds are available for the scheduled weekly bank account draft. Withdrawals and adjustments shall equal the net balance of license sales and/or vessel transactions for the period covered by the Electronic Funds Transfer.
29. These withdrawals and adjustments shall be made electronically under the rules of the Automated Clearing House controlled by the Federal Reserve. This authorization shall remain in effect until the listed account is terminated or changed and confirmed by the NCWRC.
30. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in contract, tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
31. During, and after the term hereof during the relevant period required for retention of records by State law, the State Auditor and any NCWRC internal auditors shall have access to persons and records related to this Agreement to verify accounts and data affecting fees or performance under this Agreement. However, if any audit, litigation or other action arising out of or related in any way to this Agreement is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.
32. The WSA certifies that he/she is authorized to make all necessary deposits, withdrawals, adjustments, and other transactions related to the listed account.
33. The WSA certifies that he/she has read and understands the terms of this Agreement and that the information provided herein is true and accurate. He/She acknowledges that information provided herein is no guarantee of being accepted as a NCWRC Wildlife Service Agent.

**Wildlife Service Agent:**

Print Business Name: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_

Print Name of Signee: \_\_\_\_\_

Print Signee's Title: \_\_\_\_\_

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

**N.C. Wildlife Resources Commission:**

Authorizing Signature: \_\_\_\_\_

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