



N.C. Wildlife Resources Commission

License/Agent Section
1707 Mail Service Center
Raleigh, NC 27699-1700
(800) 662-7350

WRC USE ONLY
Date Received:
WRC Rep. ID:

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 should review the WSA requirements and complete the application.

WSA Requirements: Upon approval of the application, WSAs will be required to comply with the following:

- Provide their own Internet service, computer, monitor, laser printer and toner for the purpose of providing services as a WSA.
Attend a virtual training session at a time and date determined by the Commission. Training sessions are conducted four times a year and consist of 1/2 day for License or Vessel only agents and all day for Vessel/License agents.
Have a bank account for NCWRC to draft from on a weekly basis. A Voided Check or Withdrawal Slip for that bank account will have to be provided.
Be available to the general public during the WSAs regular weekly business hours. Vessel agents may set their vessel registration hours with approval from 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, and register big game animal harvests. Select the services you wish to provide, complete the remainder of this application, and return to the above address. Incomplete or ineligible applications will be returned and your request delayed.

APPLICATION TYPE (check all that apply): License (Hunting/Fishing) Vessel Big Game Harvest Reporting
BUSINESS INFORMATION
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) Sole Proprietorship Partnership Closely Held Corp. Non-closely Held Corp.
OWNER INFORMATION
Last Name: First: Middle:
Address (City, State, Zip):
Date of Birth: Driver License #: No. of years business has been under current ownership

SALES OUTLET HOURS
Open Year Round Seasonal: Open Date Close Date
Sunday: From a.m. p.m. To a.m. p.m.
Monday: From a.m. p.m. To a.m. p.m.
Tuesday: From a.m. p.m. To a.m. p.m.
Wednesday: From a.m. p.m. To a.m. p.m.
Thursday: From a.m. p.m. To a.m. p.m.
Friday: From a.m. p.m. To a.m. p.m.
Saturday: From a.m. p.m. To a.m. p.m.

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 Wildlife Service Agent.

I hereby consent to a criminal record check by the N.C. Wildlife Resources Commission (NCWRC) through a third-party vendor and a site inspection conducted by our Enforcement Division as a part of the evaluation process for my application to become a Wildlife Service Agent. 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.

Signature: Date:



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 agrees to provide the sale of NCWRC licenses which include hunting, fishing, and 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 NCWRC's Automated License and Vessel Information Network (ALVIN) which is available to the WSA through a website. The WSA further agrees to 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 to the WSA issued by the NCWRC. The NCWRC agrees to communicate special information, instructions, and messages of general interest to the WSA through the ALVIN website.
2. The WSA agrees to sell all vessel transactions, licenses, permits, applications, and other items authorized by this Agreement at fees established by State statute or NCWRC rule. 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 parties agree that 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 agrees to be bound by the performance requirements set forth in the ALVIN Manual issued by the NCWRC and by any subsequent modifications to the ALVIN Manual. The WSA further agrees to provide accurate and reliable information and instruction to persons who seek assistance with regard to current laws and rules.
6. The WSA agrees to never share data contained within the ALVIN system. Data collected and stored in ALVIN is not public record and should only be used to assist customers with NCWRC transactions.
7. The parties agree that 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. The NCWRC agrees that those WSAs processing vessel transactions may establish hours equivalent to 50 percent of their regular business hours to process vessel transactions only. The WSA agrees to provide the NCWRC a list of those pre-established hours at the time of application. The WSA further agrees to post these hours where they are visible to the public.
8. The NCWRC agrees to provide training, materials, and supplies necessary to provide services as a WSA. All materials and supplies provided to the WSA by the NCWRC remain the property of the NCWRC. If any records, supplies, forms, or materials related to the operations of the WSA are damaged, lost, stolen, or destroyed, the WSA agrees to notify the NCWRC, by telephone within 48 hours of the occurrence and to submit a written report within 10 days thereafter.
9. The WSA agrees to provide a computer, monitor, keyboard (computer equipment), laser printer, toner, and Internet access for the purpose of providing services as a WSA.
10. Both parties agree to the equipment, Internet access, and technical support terms and conditions as outlined below.
 - a) Upon completion of the WSA training, the NCWRC agrees to provide access to the ALVIN website in order to perform transactions required by the NCWRC.
 - b) The NCWRC agrees to provide technical support for ALVIN website. The NCWRC will not provide technical support, trouble-shooting, or maintenance for WSA-owned equipment or WSA-provided Internet service.
11. The WSA agrees to mail all transaction documentation to the NCWRC daily.

12. 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 further agrees to 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 upon its change.
13. The WSA appointment and the rights and obligations established by this Agreement are NOT assignable or transferable. The WSA agrees to notify the NCWRC if the ownership of the business, location or management changes, at which point, this Agreement becomes null and void. Written notice of any change in ownership, location, or management shall be sent to the NCWRC at least 10 days prior to the change. If desired, the new owner may submit an application for a new WSA Agreement pursuant to the NCWRC's administrative rules. The WSA further agrees to provide the NCWRC written notice at least 10 days in advance of any transfer of fifty percent (50%) or more of the equity of the WSA's business.
14. This Agreement may be terminated at any time by either party by providing a written notice at least 30 days in advance of the date on which termination is to become effective.
15. Upon termination the NCWRC will provide instructions for the resigning WSA on the required procedures for returning all supplies and equipment and settling the account. Upon resignation of appointment, the WSA agrees to return all NCWRC supplies and equipment to the NCWRC and settle the WSA financial account within 10 days of receipt of such instructions from the NCWRC.
16. The parties agree that the NCWRC may, at its discretion, 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) failure to safeguard or care for the NCWRC supplies; or
 - f) any other act or omission by the WSA that results in financial loss or that reflects poorly on the NCWRC.
17. 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 Paragraph 16.
18. 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 shall 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) failure to safeguard or care for supplies; or
 - g) any other act or omission by the WSA that results in financial loss or that reflects poorly on the NCWRC.

19. The parties agree that 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 further agrees to provide notice of the effective date and hour of termination. The parties agree that 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.
20. The WSA agrees that upon termination of appointment access to the ALVIN website will immediately be terminated. The WSA further agrees to 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.
21. The NCWRC agrees that the Executive Director or his designee holding a hearing pursuant to Section 19 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.
22. 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.
23. 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.
24. The WSA authorizes the NCWRC to make weekly withdrawals and adjustments from or into the account identified by the attached voided check or withdrawal slip (listed account), and authorizes the financial institution to charge such withdrawals and adjustments to the listed account.
25. The WSA understands that it is his/her responsibility to review the ALVIN Electronic Funds Transfer (EFT) report for accuracy and ensure adequate funds are available for the scheduled weekly bank account draft. Withdrawals and adjustments will equal the net balance of license sales and/or vessel transactions for the period covered by the Electronic Funds Transfer.
26. The WSA understands that these withdrawals and adjustments will be made electronically under the rules of the Automated Clearing House controlled by the Federal Reserve. He/She understands that this authorization will remain in effect until the listed account is terminated or changed and confirmed by the NCWRC.
27. The WSA certifies that he/she is authorized to make all necessary deposits, withdrawals, adjustments and other transactions related to the listed account.
28. 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.



Automated License & Vessel
Information Network