



## LICENSE VENDOR AGREEMENT 2024-2025 LICENSE YEAR

Vendor Name	Vendor Number

### THE LICENSE VENDOR AGREES:

1. The Vendor cannot sell, assign, or otherwise transfer the authority to sell New Mexico Department of Game and Fish (Department) licenses/stamps (herein after, license documents) to any person, party or corporation;
2. The Vendor must sell and issue all Game and Fish license types/carcass tags and may only sell and issue from the physical address that the Vendor has listed on the application;
3. The Vendor must be a licensed business that is regularly open to the public during reasonable timeframes as determined by the Department, and must be open at least twenty hours per week.
4. The Department retains all rights regarding ownership of license and carcass tag documents and all processes of their sale or other disposition;
5. The Vendor may not relocate the physical address from which license documents are vended and for which the Department has approved vending without the prior written authorization of the Department;
6. Vendor agrees to participate in the Web-based sales system and:
  - a. Each Vendor accepting cash payments must submit payment for cash sales to the Department every two weeks or when the total amount due (including license and vendor fees) reaches \$5,000; whichever comes first;
  - b. If a Vendor is more than five days delinquent in its payment for cash sales, the privilege to accept cash for Department licenses and permits shall be immediately suspended, and the Department shall only reactivate the vendor's full license sale privileges once payment is received in full;
  - c. A Vendor that is delinquent more than three times in a license year shall be evaluated by the director, who shall determine whether to suspend, restrict or place conditions on the vendor's privileges pursuant to Subsection C of 19.30.9.8 NMAC.
  - d. If a Vendor wishes to challenge any eligibility determination under this rule, it may appeal to the Director, whose determination will be final and not subject to further appeal;
  - e. Director's Authority: The director may suspend, restrict, or place conditions, including requiring a surety bond, on a license vendor's privileges if the Vendor is found to be in violation of their vendor agreement or delinquent in their financial obligation to the Department. Any Vendor that has their privileges suspended, restricted or conditioned may request a hearing before a hearing officer to appeal the director's determination.

7. The Vendor is responsible for:

- a. Verifying sales selection with the customer prior to accepting payment;
- b. All costs pertaining to the internet service provider, computer, monitor, printer and supplies needed to utilize the web-based sales system;
- c. Proper use of software, hardware and/or equipment provided by the Department;
- d. Proper control of employee access to the Department's sales system including:
  - i. Maintaining a one login (account) per employee policy;
  - ii. Use of strong passwords; minimum of 8 characters containing at least three of the four classes (upper case letters, lower case letters, numbers, and special characters);
  - iii. Control of passwords; passwords may not be written down or shared;
  - iv. Control of manager login credentials, not to be shared;
  - v. Screen locking with password or logging off when not accessing the license system;
  - vi. Deactivation of user privileges for associates no longer vending license documents;
- e. Notification of a change in personnel associated with Department access within 72 hours;
- f. Training of employees with license vending accounts on the proper handling of cardholder data aligned with the Payment Card Industry (PCI) Data Security Standards (DSS). This standard includes:
  - i. Sensitive cardholder data (i.e., full account number, type, expiration, and track (CVC2/CVV2) data) cannot be stored on paper or any other device (e.g. cell phone, email) outside of the vendor sales system;
  - ii. Examine the credit card reader monthly to validate the reader has not been physically modified;
- g. Purchase and installation of antivirus and malware software, kept current with the latest updates, and regular scans on all computers accessing the vendor sales system;
- h. Appropriate use of customer information including:
  - i. Customer information may not be altered except in conjunction with Department transactions;
  - ii. Customer information may not be retrieved, used or captured for any reason other than Department business;
  - iii. Unauthorized access to the Department sales system and data is prohibited.
- i. Providing the Department with a minimum of two (2) weeks written notice prior to any closure of the Vendor's business;
- j. Notify the Department regarding employee violations, including mishandling of cardholder or customer information, the physical alteration of the card reader, or the knowledge their computer or network has been compromised (e.g. viruses or malware causing the capture or extraction of data from the system) within the same or next business day;

8. The Vendor will be held liable for loss of customer data, cardholder data, and any fraudulent use of this data caused by failure to comply with the items stated in section 7;
9. Financial Obligations to the Department of Game and Fish:
  - a. The Department will consign carcass tags to each Vendor prior to the beginning of each license year and will conduct an audit at the end of the license year to account for all carcass tags not issued to customers. All carcass tags designated unusable in any month during the license year must be returned to the Department no later than the 10th day of the next month, and all blank, unused carcass tags must be returned to the Department at the end of the license year, no later than May 10.
  - b. A fee of \$100 per missing carcass tag shall be levied upon the license Vendor for failure to return any carcass tag designated unusable or any blank, unused carcass tag as required.
  - c. In the case of unusual mitigating or extraordinary circumstances, the state game commission may determine, and the hearing officer may recommend, financial liability in an amount other than the amounts described in Paragraphs 1 and 2 of Subsection A of 19.30.9.8 NMAC. The decision of the state game commission shall be final.
10. The Vendor is responsible for being reasonably aware of and knowledgeable about all policies regarding the license sales system;
11. The Vendor and Vendor's representatives are responsible for becoming reasonably familiar with information regarding hunting, fishing and trapping license requirements, laws, regulations and seasons, and must ensure that all printed regulations and other informative material furnished by the Department are made available for all customers. When in doubt regarding any regulation, the Vendor should direct customers to review the Department-provided rules and information booklet and/or direct the customer to contact the Department during normal business hours for specific inquiries;
12. This Agreement may be terminated by the Department for the balance of the license year following a default in performance under the above paragraphs or:
  - a. Failure to collect required information in the manner prescribed by the Department;
  - b. Upon conviction of violation of New Mexico laws under Chapter 17, NMSA or Game Commission rules or regulations;
  - c. Failing or neglecting to remit all monies due to the Department in the manner prescribed;
  - d. If required, upon notice from the bonding or insurance company that the vendor surety bond has been cancelled;
  - e. Upon the Vendor or its principal or general partner filing a petition of bankruptcy or the filing of an involuntary petition of bankruptcy against any of them;
  - f. The Vendor is found liable for customer or cardholder data or both being used for fraudulent activities;
  - g. Failure to maintain a secure environment as stated in section 7;
13. The need for termination of the Vendor will be evaluated on a case-by-case basis.
14. When the Vendor's authority to sell Department licenses/stamps is terminated by the Department for any reason the Vendor must wait until the next license year if they wish to reapply to be a Vendor.
15. Vendor specifically agrees that all monies received from the sale of licenses and any other documents or things of value delivered to the Vendor by the Department are held in trust for the benefit of the Department. The Vendor further agrees that all such monies held are and shall remain

the property of the Department and are not and shall not become a part of the Vendor's or the Guaranteeing party's estate in the event the Vendor or any other responsible party hereunder files a petition in bankruptcy or a petition in bankruptcy is filed against the Vendor or other such party. If the Vendor is other than a natural person, and it later becomes apparent that Vendor was underfunded, the corporate form (whether corporation, LLC or other entity) was misused or abused, or any otherwise inappropriate conversion or diversion of funds occurred, then any owner(s) of Vendor or those substantially involved in its management may be personally held to account for failure to remit the monies held in trust.

16. Vendor agrees and acknowledges that any and all vendorships controlled by the same person(s) or entity are subject to the obligations and/or penalties of any individual vendor controlled by that person(s) or entity. This provision applies even if the vendorship is formed as a separate limited liability company or other separate entity, provided that it is controlled by the same person(s).

I, \_\_\_\_\_ (name and title), representing and on behalf of \_\_\_\_\_ (business), as authorized, agree to adhere to all Department and State Game Commission policies, rules and regulations regarding vending license documents. I further accept, in consideration of the ability to act as a vendor as described above, all conditions as stated in this agreement and acknowledge receipt of Department policies and the current Vendor Manual prior to signing of this Agreement. I further acknowledge that if I have any concerns about policies, I may contact the Department to request clarification or further information. I represent and certify that I have the authority to bind the Vendor to the terms of this agreement.

Signature and date: \_\_\_\_\_