

## Printer Agreement

The Utah Division of Wildlife Resources of 1594 West North Temple, Salt Lake City, Utah (hereafter "Division"), and \_\_\_\_\_ of (hereafter "License Agent"), hereby enter into the following Agreement.

### RECITALS

WHEREAS, the Division desires to automate wildlife document sales among its various offices and its license agents authorized to sell said documents;

WHEREAS, the License Agent a party to this Agreement desires to sell wildlife documents on the Division's online automated sales system:

WHEREAS, the License Agent does not possess the quality laser printer necessary to print wildlife documents off the online automated system as required by the Division;

WHEREAS, the Division has a compelling interest in automating its wildlife document sales system, and to achieve uniformity among its license agents in the quality of printer that prints those documents; and

WHEREAS, the parties are desirous to enter into this Agreement to facilitate the Division's objectives in automating its wildlife document sales system and to create a uniform and secure means whereby to print those documents;

NOW THEREFORE, for and in consideration of the mutual promises of the parties and other good and valuable consideration, the parties agree as follows:

### TERMS AND CONDITIONS

1. The Division agrees to provide the License Agent one (1) laser printer specified later in this document.
2. The License Agent agrees to acquire the necessary hardware and software to utilize the Division's online automated wildlife document sales system, and to use the system as the exclusive means to sell said documents.
3. The Division may retake possession of the printer at any time during the first six (6) months of this Agreement, if the License Agent fails to remain an active agent or to comply with applicable statutes, rules, contracts. The License Agent, in said circumstances, shall return the printer to the Division in a structural and operating condition equal to that when received, excluding normal wear and tear. The License Agent shall be responsible to reimburse the Division for the repairs required to remedy any damage to the printer or for its replacement cost, whichever is less.
4. For purposes of this agreement "active agent" means a License Agent that utilizes the Division's automated online sales system to actively sell wildlife documents authorized in the License Agent Agreement, and that timely remits to the Division all funds generated there from as required in statute, rule and contract.
5. The License Agent shall not transfer the printer to any other person during the first six (6) months of this agreement.
6. Provided the License Agent remains an active agent and otherwise complies with the statutes, rules, and contracts (including this Agreement) governing their agent status with the Division during the six (6) month period, ownership of the printer shall vest in the License Agent and it shall become their property.
7. The License Agent shall be *solely* responsible during the six (6) month period *and thereafter* for all printer maintenance, repairs, parts (including consumable parts such as toner and drums), replacement, hardware support, technical support, troubleshooting, etc. The License Agent further agrees to maintain the printer so that it prints in a permanent, clear, and legible manner. It is the intent of the parties that the Division have no financial or human resource obligation with respect to the printer other than initially providing it to the License Agent and to elect to retake possession of it pursuant to paragraph 3.

8. The License Agent is entitled to one printer under this Agreement; and the Division is under no obligation to replace or repair it if stolen, lost, retaken, damaged, or otherwise rendered partially or fully unusable by any act or occurrence, whether or not the fault of the License Agent.

9. The License Agent will print wildlife documents on no printer other than that provided under this Agreement or on a printer expressly authorized by the Division in writing.

10. This Agreement may be amended, provided such amendments are in writing and agreed to by both Parties.

11. The License Agent shall not assign, sell or otherwise transfer its rights or obligations hereunder without the prior written consent of the Division.

12. The effective date of this Agreement is the date it is signed by all parties.

13. The parties intend that enforcement of the terms of this Agreement shall be at the Division's discretion, and that the Division's failure to exercise its rights under this Agreement, in the event of any breach by the License Agent, shall not be considered a waiver of the Division's rights in the event of any subsequent breach.

14. This Agreement will be interpreted under applicable Utah laws.

15. The License Agent agrees to protect, indemnify and hold harmless the Division, its agents and employees, from, and against all claims, demands, damages, and causes of action of every kind or character on account of bodily injuries, death, or damage to property arising because of, for, out of, or in any way connected with the performance of this Agreement or the use of the printer, except where such injury, death, or damage has resulted from the sole negligence of the Division, without negligence or willful act on the part of the License Agent, its agents, employees, or subcontractors, it being the intent of this provision that the License Agent indemnify the Division and its agents and employees regardless of whether or not such injury, death or damage is caused in part by the Division, its agents and employees. The License Agent shall defend all suits brought upon such claims and pay all costs and expenses incidental thereto, but the Division shall have the right, at its option, to participate in the defense incidental thereto without relieving the License Agent of any obligation hereunder.

16. This Agreement may be terminated with or without cause by either party upon 30 days written notice to the other, provided the Division may unilaterally and immediately terminate the Agreement for violations committed by the License Agent under paragraph 3. In the event either party terminates this Agreement within six (6) months of execution, the License Agent shall be responsible to return to the Division consistent with paragraph 3 the printer provided hereunder.

17. The Division makes no warranties, express or implied, as to the printer provided to the License Agent under this Agreement, including its fitness for any given use or function, compatibility with existing systems, operating condition, quality, functionality, etc.

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| Printer Make | Printer Model | Serial Number |
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| License Agent Number | Date |
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| License Agent Name (print) | Division Representative Name (print) |
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| License Agent Signature | Division Representative Signature |
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