

**STATE OF WISCONSIN
DEPARTMENT OF WORKFORCE DEVELOPMENT
Division of Vocational Rehabilitation
Business Enterprise Program (BEP)**

OPERATOR'S AGREEMENT

THIS AGREEMENT is by and between the State of Wisconsin, Department of Workforce Development, Division of Vocational Rehabilitation (DVR) and
doing business as
with Wisconsin

Taxpayer Identification number
collectively, the parties.

WHEREAS, DVR is designated as the State Licensing Agency (SLA) for purposes of the Randolph-Sheppard Act, as amended, 20 USC 107-107f.

WHEREAS, the SLA is authorized by law to secure locations, to select and license suitable operators, and to administer and oversee the BEP in accordance with ch. 47, Wis. Stats.; s. Adm 2.12 and ch. DWD 60, Wis. adm. code; 34 CFR Part 361; and the Randolph-Sheppard Act.

WHEREAS, the SLA has arranged for or leased the right and privilege of placing
as the Operator of a business
enterprise on premises located at
or also known as

WHEREAS, the Operator is not an employee of the SLA or of the State of Wisconsin but is an independent operator occupying business premises under license and agreement.

NOW, THEREFORE, it is mutually agreed between the parties that pursuant to ch. DWD 60, Wis. adm. code, hereto attached as Appendix A, the SLA agrees to grant to the Operator the right to conduct business at the aforementioned location with the understanding that this Agreement is, and shall remain, personal only to the Operator named in this Agreement.

I. Responsibilities

- A. The Operator hereby agrees to do all of the following:
1. Perform faithfully and to the best of his or her ability all duties necessary to the proper conduct and operation of the business enterprise.
 2. Operate the business at all times in accordance with all applicable federal laws and regulations and the laws of the State of Wisconsin governing vending businesses and business enterprises.

3. Operate the business in accordance with ch. DWD 60, Wis. adm. code, and the permit or contract with the controlling body or organization of the building or property in which the business is located.
4. Cooperate with duly authorized representatives of the SLA in the performance of their official responsibilities.
5. Acknowledge equipment furnished to the Operator by the SLA, including an inventory of the equipment, signed by the Operator or his or her agent or by the SLA's representative, as is appropriate. The inventory of the equipment is hereto attached as Appendix B and may be amended in accordance with Section IV of this Agreement.
6. Use the equipment furnished by the SLA only for the purpose stated in the Operator's Agreement and in accordance with Wis. Admin. Code ch. 60.
7. Exercise reasonable care in the use and maintenance of the equipment furnished by the SLA in order to keep it in good condition.
8. Obtain prior written approval of the SLA before adding or changing any piece of equipment.
9. Acknowledge initial stock furnished by the SLA by signing a receipt of inventory of the initial stock of merchandise and supplies which shall state the total purchase price of the initial stock. The inventory of the initial stock of merchandise and supplies with total purchase price of the initial stock is hereto attached as Appendix C and may be amended in accordance with Section IV of this Agreement.
10. Maintain a stock level and amount of operating capital adequate to conduct the business enterprise efficiently and effectively, as determined by the SLA.
11. While performing duties and carrying out responsibilities as Operator on the premises where the business enterprise is located or elsewhere, refrain from any action or conduct which may bring or reflect discredit to the business enterprise operation, to the owner or manager of the premises where the business enterprise is located, or to DVR's BEP. Such prohibited action or conduct shall include, but shall not be limited to, actions specified in s. DWD 60.10 (1) (b), Wis. adm. code.
12. Keep, preserve, and provide the reports, records, and books for account for the business enterprise that are subject to review or audit by the SLA.

13. Submit timely to the SLA all financial obligations, including monthly set aside payments, in accordance with ch. DWD 60, Wis. adm. code.
14. Establish and maintain a business checking account in a depository commercial bank chartered to do business in the state of Wisconsin, deposit all business receipts and revenues therein, and ensure that business and personal funds shall not become mingled in the account.
15. To be bonded (except for vendor-owners) for an amount to be assessed by the SLA on an annual basis.
16. Carry and maintain, at the Operator's expense, adequate liability and fire insurance in amounts and coverage types as prescribed by the SLA and the Bureau of State Risk Management. Proof of coverage shall be provided upon request and must be kept current at all times.

B. The SLA hereby agrees to do all of the following:

1. Provide the business enterprise with an adequate level of initial stock, including merchandise and supplies, and operating capital, as determined by the SLA to be adequate to begin operation, in accordance with 34 CFR 361.48(b)(16) or 34 CFR 361.49(a)(5)(ii) and (iii), as applicable, and 2 CFR 200.
2. Provide the business enterprise with suitable equipment, to which all rights, title to, and interest are vested in the SLA unless the Operator exercises the option to purchase the equipment as provided under s. DWD 60.09 (1) (b) 2., Wis. adm. code.
3. Arrange for all normal repair and replacement of the above equipment except for a business enterprise which has vendor-owned equipment.

II. Corrective Action

If the Operator fails to conduct the business enterprise in compliance with this Agreement or to maintain reasonable performance levels as demonstrated by comparison with prior periods of operation in the same location or other business enterprises of a similar type, the SLA shall review the evidence with the Committee of Operators, solicit the Committee's recommendations for corrective action, and take further action in accordance with s. DWD 60.12, Wis. adm. code.

III. Termination

This Agreement may be terminated with cause or notice by the SLA in accordance with ch. DWD 60, Wis. adm. code; or by the decision of the Operator upon 30 days' written notice.

IV. Amendments

This Agreement may be amended, in writing, upon any changes in the law or upon mutual consent of the parties.

In the event that equipment and/or initial inventory changes, the parties shall modify the appendices through a written amendment, signed by the parties or their representatives.

IN WITNESS WHEREOF, having read or heard read this Agreement, the rules and regulations established by the SLA governing the Business Enterprise Program, and other documents pertinent to the operation of this vending business, the parties hereby acknowledge and agree to the terms set forth herein and have executed this Agreement on the dates stated below.

1. Licensed Blind Operator

Date Signed

2. State Licensing Agency Representative

Date Signed

Division of Vocational Rehabilitation
Wisconsin Department of Workforce Development

ATTACHMENTS

Appendix A: Copy of ch. DWD 60, Wis. adm. code.

Appendix B: Inventory of equipment pursuant to s. DWD 60.14, Wis. adm. code.

Appendix C: Inventory of initial stock pursuant to s. DWD 60.14, Wis. adm. code.