

STATE OF MINNESOTA  
DEPARTMENT OF EMPLOYMENT AND ECONOMIC  
DEVELOPMENT  
SERVICES FOR THE BLIND  
St. Paul, Minnesota

THIS AGREEMENT, dated (Month, day and year) between the State of Minnesota, Department of Employment and Economic Development, Services for the Blind, hereinafter known as the State Licensing Agency, and (Name of Licensed Operator), with Minnesota Taxpayer Identification number (Licensed Operator's Minnesota Taxpayer ID number), licensed by the State Licensing Agency as a Licensed Blind Vendor, hereinafter known as the Licensed Blind Vendor, witnesseth:

WHEREAS, the State Licensing Agency has the priority to operate Vending Business (Business Number) at (Business Name and address);

WHEREAS, The State Licensing Agency is desirous of granting the Licensed Blind Vendor, who is a legally blind person, the opportunity of operating a vending business;

WHEREAS, the State Licensing Agency is authorized by law to secure locations, to select and license suitable Blind Vendors, to furnish equipment and initial merchandise and supplies, and is responsible for the administration of the Business Enterprises Program in accordance with Minnesota Statutes, section 248.07 and Minnesota Administrative Rules Chapter 3321;

NOW, THEREFORE, it is mutually agreed between the parties hereto that the Licensed Blind Vendor shall have the rights to conduct said business with the understanding that this privilege be personal only to the Licensed Blind Vendor.

1. The Licensed Blind Vendor hereby agrees:

- (a) To devote his or her best energies and full time to the conduct of this business and to notify the State Licensing Agency in case of sickness or inability to continue and not to abandon the business without first giving at least sixty (60) days written notice to the State Licensing Agency;**
- (b) The books, records, documents, and accounting procedures and practices of the Licensed Blind Vendor, relevant to this agreement are subject to examination pursuant to Minnesota Statutes section 16C.05, subdivision 5;**
- (c) To keep an accurate record of all money withdrawn for personal use which shall in no case exceed the net profit of the preceding month except upon written consent of the State Licensing Agency;**
- (d) To conduct the business at all times in accordance with Minnesota Administrative Rules Chapter 3321 governing all vending businesses and business enterprises of the State Licensing Agency, which are incorporated by reference, and made part of this agreement;**
- (e) To indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Licensed Blind Vendor or the Licensed Blind Vendor's agents or employees. The State's liability is governed by Minn. Stat. §248.07, subd. 7(b) and other applicable laws, rules and common law doctrines;**
- (f) The interpretation of this agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota;**
- (g) The State Licensing Agency may terminate this agreement at**

any time, with cause, upon written notice to the Licensed Blind Vendor.

- (h) To acquire liability and workers' compensation insurance necessary for the business enterprise. (Minn. Rules, 3321.1000, subp. 3 D.), if required by the State or applicable law,
  - (i) To conduct the business enterprise pursuant to any agreement the State Licensing Agency may have with a vending facility location, see attachment (s) (List permit or contract) which are incorporated by reference, and made a part of this agreement;
  - (j) To conduct the business in accordance with the following documents: Attachment A – Dress Code, (List other attachments here. If attachments contain legal terms and conditions, submit to Admin for review) which are incorporated and made a part of this agreement;
  - (k) To be bonded for such amount as the State Licensing Agency may prescribe.
2. This agreement is effective upon full execution of the parties and supersedes any previous agreement(s) entered into by the State Licensing Agency and the Licensed Blind Vendor, either written or oral. Should any amendments in the law or the Rules of the State Licensing Agency conflict with this agreement, the Licensed Blind Vendor agrees to abide by the amended law and/or Rules and to sign a new agreement with the State Licensing Agency at that time.

IN WITNESS WHEREOF, having read or heard read this

agreement, the Rules to Govern all vending businesses and Business Enterprises established by the State Licensing Agency, and the permit or contract granting the State Licensing Agency the authority to establish this vending business or other documents pertinent to the operation of this vending business, the parties hereunto subscribed their names.

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Licensed Blind Vendor Date

In presence of:

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Witness Date

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Witness Date

**Department of Employment and Economic Development**

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Carol N. Pankow, Director Date  
State Services for the Blind  
Minnesota Department of Employment and Economic  
Development

On behalf of the Department of Administration

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John Hulet, BEP Director Date  
State Services for the Blind  
Minnesota Department of Employment and Economic  
Development

**Revised 2014**  
**C: Work Force Development Section**  
**Licensed Operator**  
**Licensed Operator File**