

## AGREEMENT FOR USE AS A POLLING PLACE

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between Melony Bell, in her official capacity as Supervisor of Elections for Polk County, Florida, hereafter referred to as SOE, and Dundee Community Center, hereafter referred to as "owner/manager/organization."

WHEREAS SOE desires to obtain the use of the premises and facilities known as **Dundee Community Center**, located at **603 Lake Marie Blvd, Dundee FLORIDA** ("premises") for use as a polling place for elections in calendar year 2026; and WHEREAS "owner/manager/organization" is agreeable to allowing the premises to be used as a polling place under the terms and conditions set forth below.

ACCORDINGLY the parties agree as follows:

1. "Owner/manager/organization" agrees to allow the following described area(s), including available parking areas and directly-connecting passageways, to be used as a polling place on the dates listed below:

Room: \_\_\_\_\_

Dates: **Tuesday, August 18, 2026**      **Primary Election**  
**Tuesday, November 3, 2026**      **General Election**

Other areas for use by Election Workers: (check if available)

Restroom Facilities       Available       Not Available

Kitchen or Break Area with Running Water       Available       Not Available

2. The premises are to be occupied and used by SOE from at least 6 am until after 7 pm when the polls have officially closed and the election workers have completed all closing procedures and departed the facility. "Owner/manager/organization" agrees to permit entry to the premises on Election Day by at least 6 am according to the following arrangement: (Check One)

- "Owner/manager/organization" will be present to open and close the facility
- "Owner/manager/organization" will provide a key and security code (if applicable) to the Precinct Clerk upon request
- Other arrangement: \_\_\_\_\_

3. "Owner/manager/organization" will permit SOE representatives to gain access to the premises on dates and times in addition to the above-mentioned dates and times for purposes of delivering, setting up, and removing election equipment and supplies. Arrangements between the parties with regard to dates and times for delivery, setup, and removal of voting equipment, supplies and other materials shall be by mutual agreement.

**Delivery of election supplies must be accepted on the Thursday or Friday before each election.** Written advance notification of the scheduled delivery day and time will be provided, and the delivery driver will call approximately 30 minutes in advance of arrival.

**Removal of election supplies must be permitted on the Wednesday or Thursday following each election.** The removal driver will call approximately 30 minutes in advance of arrival.

Access to the facility may also be requested by the election workers on the **Monday before each election, for the purpose of setting up the polling room.** This includes placing tables and chairs, voting booths, signs, and other non-sensitive items. The Precinct Clerk will contact you directly to arrange access at a convenient time.

4. "Owner/manager/organization" certifies the individuals listed below are responsible for the following activities, and agrees to provide SOE with updates to this information as needed:

- Access to the facility for delivery and pickup of election supplies
- Access to the facility for pre-election setup
- Access to the facility no later than 6 am on Election Day (unless a key will be provided)
- Securing the facility after the election workers have departed (unless a key will be provided)

**A primary and alternate contact is required for each type of access. Be sure to check the appropriate box(es) for each individual's area of responsibility.**

**Name** \_\_\_\_\_  Primary Access  Primary Delivery  Alt Access  Alt Delivery  
 Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_  
 Email \_\_\_\_\_

**Name** \_\_\_\_\_  Primary Access  Primary Delivery  Alt Access  Alt Delivery  
 Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_  
 Email \_\_\_\_\_

**Name** \_\_\_\_\_  Primary Access  Primary Delivery  Alt Access  Alt Delivery  
 Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_  
 Email \_\_\_\_\_

**Name** \_\_\_\_\_  Primary Access  Primary Delivery  Alt Access  Alt Delivery  
 Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_  
 Email \_\_\_\_\_

5. In the instance of an emergency at this facility on election day, "owner/manager/organization" certifies that:

a. The following person has authority to make decisions on behalf of the facility:

Name \_\_\_\_\_

Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_

b. The following utility company(s) provide service to this facility:

Electric Provider \_\_\_\_\_

Water Provider \_\_\_\_\_

6. "Owner/manager/organization" agrees to provide the following equipment/access:

Tables and Chairs for use in the polling room  Available  Not Available

Three electrical outlets in the polling room  Available  Not Available

7. If the polling location is located inside a gated community, "owner/manager/organization" agrees to open the gates no later than 6 am on election morning and leave them open until at least 8 pm on election night. In lieu of leaving the gates open, "owner/manager/organization" may provide staff to open and close the gates for election-related traffic during that period. In the event that the polls are ordered to remain open past 7 pm, "owner/manager/organization" agrees to keep the gates open or staffed until at least one hour after the official closing of the polls.

8. "Owner/manager/organization" agrees to notify staff and other interested parties that access to the room to be used as the polling room is prohibited on election day between 7 am and after 7 pm when the polls have officially closed, except for voters eligible to vote in that precinct. No one may enter or pass through the room for any reason.

9. "Owner/manager/organization" acknowledges that solicitation for campaigns, candidates, and issues, including placement of temporary signs, may occur on the referenced property in the area outside 150' from the entrance to the polling place.

10. "Owner/manager/organization" acknowledges that distribution or placement of printed material of any kind, or items such as food or beverages is prohibited on election day within the 150' radius from the polling room entrance.

11. If no fee has been requested by "owner/manager/organization," no payment shall be rendered by SOE. If a fee has been requested, SOE shall pay to "owner/manager/organization" the amount of \$\_\_\_\_\_ for each election for use of the premises as set forth in this agreement. If the premises will not be used for a particular election, 10 days advance notice will be provided to the "owner/manager/organization" and no payment shall be made. Payment shall be rendered approximately 30 days following each election. "Owner/manager/organization" agrees the check will be issued as follows:

Make check payable to \_\_\_\_\_  
Mail check to \_\_\_\_\_,  
\_\_\_\_\_, Florida \_\_\_\_\_

12. "Owner/manager/organization" shall provide the premises to SOE in a clean and usable condition. SOE shall return the premises to "owner/manager/organization" in the same condition.

13. SOE, to the extent permitted by law, shall indemnify and hold harmless "owner/manager/organization" from and against any claims, damages, losses and expenses, including reasonable attorney fees and costs, arising out of or resulting from the use of the premises as a polling place as set forth in this Agreement, to the extent of its waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. "Owner/manager/organization" agrees to indemnify and hold harmless SOE from and against any claims, damages, losses and expenses, including reasonable attorney fees and costs, arising out of or resulting from the condition of the premises within the control of "owner/manager/organization" only to the extent of its waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. Nothing herein is intended to act as a waiver of either party's sovereign immunity or the limits of liability set forth in §768.28 of the Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

14. "Owner/manager/organization" and SOE agree to the following additional conditions (if any):

- a. \_\_\_\_\_  
\_\_\_\_\_
- b. \_\_\_\_\_  
\_\_\_\_\_
- c. \_\_\_\_\_  
\_\_\_\_\_

15. "Owner/manager/organization" acknowledges that written notice of any requested change to the terms of this agreement must be received by SOE no later than 90 days prior to any election to ensure any resulting change may be accomplished within the requirements of Florida law.

16. The party authorized to execute this agreement on behalf of **Dundee Community Center** is:

Name \_\_\_\_\_ Title \_\_\_\_\_  
Phone \_\_\_\_\_ E-mail \_\_\_\_\_

All correspondence related to the execution of the terms of this contract should be addressed to:

Name \_\_\_\_\_ Title \_\_\_\_\_  
Phone \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
\_\_\_\_\_, Florida \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates stated below:

**POLK COUNTY SUPERVISOR OF ELECTIONS**

**Dundee Community Center**

\_\_\_\_\_  
Date

\_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)  
Date