



Elections Facility Usage Agreement

THIS AGREEMENT is made this day 18th February, 2026 by and between Orion Charter Township ("Township" or "Clerk") located at 2323 Joslyn Road, Lake Orion, Michigan 48360 and The Village of Lake Orion, whose address is 21 E. Church Street.

WHEREAS, The Township is responsible for designating the place or places of holding a Township election, and must provide a suitable polling place in or for each voter precinct (MCL 168.662(1)); and,

WHEREAS, Michigan Election law provides that individuals may electioneer (i.e., campaign, circulate petitions, solicit contributions, display signage, etc.) at the polling location on Election Day, provided they are not electioneering in a polling room, any hallway used by voters to enter or exit a polling place, or within 100 feet of an entrance to a building in which a polling place is located (MCL 167.744 et al); and,

WHEREAS, the Township may utilize a non-public building, provided the owner of the building provides written attestation that owner is not a sponsor of a political committee or independent committee, or is not an individual who is a candidate (MCL 168.622 (4)); and,

WHEREAS, the Township must ensure a polling place is accessible to voters in that it complies with the Voting Accessibility for the Elderly and Handicapped Act and the help America Vote Act. (MCL 168.662(9)); and,

WHEREAS, the Clerk is in need of facilities to serve as polling locations for conducting elections in the area where Facility building is located, and

WHEREAS, Facility has space available, described herein as "Designated Polling Space;" and,

WHEREAS, the Michigan Bureau of Elections recommends the development of a Facility Usage Agreement with the individuals responsible for managing the facility described herein as "Facility" to ensure a mutual understanding and agreement.

NOW, THEREFORE, in consideration of the mutual promises provided herein, the Facility and Township agree to the following terms and conditions:

1. Facility duly attests and confirms that it does not establish, direct, control or financially support the administration of a Political or Independent Committee registered under the Campaign Finance Act.
2. Facility shall provide, and Township shall have access to, the Designated Polling Space during the following dates and hours:

- a. The two days prior to Election Day (i.e., Sunday or Monday) for setup of election equipment; and
 - b. By at least 5:45 a.m. on Election Day until Township designees vacate facility on Election Day, or the following day, and
 - c. The evening or early morning immediately following Election Day hours for equipment pickup.
3. Facility shall allow the Township the use of tables, chairs, bathroom facilities, and exterior lighting in parking and pathways, where available.
4. Facility shall communicate the information in this agreement with its employees, staff, and agents, to include notice that election materials and equipment shall be managed by only Township designees.
5. Facility shall ensure the Designated Polling Space is secured upon the departure and exit of the Township Clerk, or designees.
6. Parties agree the use or possession of alcohol, tobacco (in any form whether smoked or smokeless), illegal drugs (in any form), and marijuana is absolutely prohibited on the site and on all property owned or occupied by the Facility.
 - a. Township shall strictly enforce this prohibition for its guests, employees, agents, members, and all other persons who may be directed by, responsible to, or under the supervision of the Township.
 - b. In the event Facility becomes aware of violations of this section it shall notify Township of such violations. Upon notification Township shall promptly take appropriate remedial action.
7. Facility shall allow for accommodation of traffic flow entering/exiting the Facility premises and allow additional parking space(s) on Election Day, as needed.
8. The Township, at its sole discretion and expense, may add additional security personnel or equipment.
9. Facility and Township shall ensure and promote voter security and confidentiality and stage the Designated Polling Space so that security cameras will not capture voter ballots.
 - a. Facility shall cover or drape accessible cameras or otherwise disable cameras and allow signage stating there is no viewing or recording in progress.
 - b. Township shall provide signage to post, in the event existing cameras are not accessible to be visibly covered/draped.
10. The Facility and Township will permit electioneering on facility premises, provided that all electioneering conforms with all federal, state, and local legal requirements.
 - a. Facility personnel or representatives shall take no action to interfere, endorse, persuade, or solicit, in the Designated Polling Space or within 100 feet from any entrance to a building in which a polling place.
 - b. The Township shall be responsible for addressing electioneering actions, should they occur in Designated Polling Space or within 100 feet from any entrance to a building in which a polling place is located.
11. The Facility and Township will comply with statutory requirements regarding the posting of election and voter information.
 - a. Facility shall allow Township to use wall space to post visible and accessible required postings.
 - b. Township shall utilize materials that shall not damage Facility property (i.e., residue, paint removal) and shall be responsible for the removal of all postings.

12. The Township shall take appropriate steps to ensure that polling activities conducted in the Designated Polling Space are managed in an orderly fashion and does not unreasonably interfere with Facility's operations.
13. The Township shall provide Facility a cleaning fee of \$[600.00], within thirty (30) days after the date of each Election in addition to maintaining the Designated Polling Space in a clean and orderly fashion to maintain facility conditions, as noted prior to the setup for Election Day. (Fee may also be provided on an annual basis as one lump payment.)
14. The Township shall, upon request, provide Facility with proof of adequate insurance to cover liability incurred during and in the course of polling activity. Facility shall be solely responsible for maintaining appropriate property and liability insurance for its premises and shall provide proof of same upon request of the Township.
15. This Agreement is for all scheduled Elections, as outlined herein.

[Insert Information on date/location]		
August 4, 2026	The Village of Lake Orion	21 East Church Street
November 3, 2026	The Village of Lake Orion	21 East Church Street

16. This Agreement may be terminated under the following circumstance:
 - a. as authorized by the Election Board of Commissioners at any time in written form by the Clerk.
 - b. Upon written notice by Facility, provided that termination notice is received by the Clerk's Office no less than *120 days* prior to a scheduled election.
17. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other entity or person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.
18. Each party shall be responsible for its own acts and omissions and those of its agents, employees, and contractors, to the extent permitted by law. Nothing in this Agreement shall be construed as a waiver of governmental immunity by the Township. Facility shall indemnify and hold harmless the Township from any claims arising out of unsafe or hazardous conditions of the Facility, including but not limited to, premises liability, unless caused by the negligence, or willful misconduct, of the Township.
19. Facility warrants that the Designated Polling Space and all areas used for voter access (e.g., entrances, hallways, restrooms, parking areas) shall be in good repair, safe, and compliant with all applicable codes, accessibility laws, and election-related regulations. Township shall have the right to inspect the Designated Polling Space prior to Election

Day and to notify Facility of any conditions that may pose a risk or hinder election operations. Facility shall promptly correct any such conditions, or the Township may choose to relocate the polling place without penalty.

20. Each party shall be responsible for the damage it causes to the other's property, if such damage results from negligence or misconduct. Township shall not be liable for normal wear-and-tear or damage caused by voters or other members of the public not under its direct control.
21. Neither party shall be liable for failure to perform under this Agreement due to causes beyond their reasonable control, including natural disasters, government orders, or other emergency conditions. The affected party shall notify the other as soon as practicable.
22. It is further understood this Agreement contains the entire understanding between the parties and supersedes any other agreements concerning the subject matter of this transaction, whether verbal or written.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this [day] of [insert date] 2025.

Orion Charter Township

Facility Name

Name of Township Representative, Title

Facility Representative Name

Signature of Township Representative

Signature of Facility Representative

Date

Date