

**FACILITY USE AGREEMENT FOR POLLING PRECINCTS**

THIS AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between CITY OF STONE MOUNTAIN (“**Owner**”) and DEKALB COUNTY BOARD OF REGISTRATION AND ELECTIONS (hereinafter referred to as “the **Board**”) shall constitute the terms and conditions under which Owner shall provide space for use by the Board, as provided herein. Owner is the owner of a facility located at the address GEORGIA MILITARY COLLEGE, 5325 MANOR DR, STONE MOUNTAIN GA, 30083 (the “**Premises**”). NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Owner grants to the Board the revocable right to temporarily occupy and use the Premises, and the parties hereby agree as follows:

**ARTICLE I. CONTRACT TERM**

The term of this Agreement (“**Term**”) shall commence on \_\_\_\_\_ (“**Commencement Date**”) and includes all elections specified herein through **December 31, 2025**, unless otherwise terminated by the Board pursuant to this Agreement. This Agreement shall terminate 30 days after the last election for which Owner indicates availability.

Owner is hereby notified of all election dates for the current election cycle, including the dates of a potential runoff and/or special election(s),

<b>Election Type</b>	<b>Date of Election (2025)</b>	<b>Confirmation</b>
Special Election 2025	June 17, 2025	<input type="checkbox"/> Available
Special Election Runoff 2025	July 15, 2025	<input type="checkbox"/> Available
Special Election 2025	<i>September 16, 2025 (if held)</i>	<input type="checkbox"/> Available
Special Election Runoff 2025	<i>October 14, 2025 (if held)</i>	<input type="checkbox"/> Available
Municipal Election 2025	November 4, 2025	<input type="checkbox"/> Available
Municipal Runoff 2025	December 2, 2025	<input type="checkbox"/> Available

## **ARTICLE II. PAYMENT**

The Board agrees to pay Owner, without further demand or notice, a nominal fee in the amount of TBD, payable upon execution of the Agreement and no later than 30 days after the last election for which Owner indicated availability in Article I of this Agreement.

## **ARTICLE III. SCOPE OF WORK**

- A. **Delivery of Equipment.** Owner and the Board shall schedule delivery of equipment at an agreed upon time. Voting equipment is usually delivered within the week prior to the date of the election. The equipment must be placed in a secure storage space that is not accessible and/or viewable by the public. In the event delivery of equipment cannot be scheduled during the week prior to the Monday before the date of the election, or the previously agreed upon delivery date requires rescheduling, Owner shall communicate with the Board to arrange for Monday delivery.
- B. **Delivery of Premises.** Generally, Owner will deliver Premises to the Board at an agreed upon time to set up the equipment and prepare for the election; however, the Poll Manager shall have access to the Premises *no later than the Monday prior to the date of the election*. DeKalb County Department of Voter Registration and Elections staff will be the point of contact and is responsible for making these arrangements with Owner. The

equipment and supplies shall remain undisturbed in the Premises until after the election is completed, and thereafter should be retrieved within 5 business days. On voting days, Poll Manager shall have access to the Premises *no later than 5:30 a.m.* on election morning in order to prepare to open the polling location *at precisely 7:00 a.m.*, and will have possession until the poll closes and all post-election work is completed. Additionally, Poll Manager and poll workers shall have access to a telephone and internet/Wi-Fi services at the facility before and after normal operating hours of the Premises, to make and receive calls as necessary in the event cell phone service is not available.

- C. **Emergency Contact.** Contact information for Owner or Owner’s representative who can provide before- or after-hours access to the premises on voting days if such access becomes necessary has been listed here:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Title: \_\_\_\_\_ Email: \_\_\_\_\_

- D. **Use of Space.** The room(s)/space(s) to be used by the Board have been listed here:

- **KITCHEN/BREAK AREA**

Owner shall not interfere in any manner with any election or in the operation of the polling location by election personnel, nor shall Owner permit any other access to the Premises which would cause such interference.

- E. **Insurance.** Poll Workers are insured by DeKalb County; however, DeKalb County is not liable for any injuries to the public pursuant to this Agreement. To the extent Owner finds it necessary to purchase a rider to their policy for any additional coverage, Owner must

provide the cost in writing to the Board, or the Board Designee, before execution of this Agreement.

**F. Miscellaneous.** The Board will reimburse Owner for reasonable expenses involved in use of the facility as a polling place. This expense may include, but is not limited to, the cost of janitorial services, utilities, and any damage caused to the premises in an amount not to exceed one thousand (\$1,000.00) dollars. Reimbursement is conditioned upon review of any cost estimates, receipts, invoices or other supporting documentation which must be provided to the Board.

**G. Use of Premises.** Use of the Premises shall be limited to providing election day voting for citizens, including any post-election operations as necessary. The Board may make, at the Board's expense, reasonable and temporary alterations as necessary to adapt the Premises for the conduct of early voting and to ensure voting equipment is secured and protected from unauthorized access. Any additions installed in or placed upon the Premises shall remain the property of the Board, and will be removed by the Board within 5 business days of the conclusion of the specified election(s) in the Term. To the extent Owner maintains video surveillance of the Premises, Owner agrees to provide copies of any surveillance footage maintained on the Premises captured during early voting and/or election day voting upon request by the Board. Owner reserves the right to establish rules for use of the Premises (i.e., no smoking, etc.) to be provided in writing upon execution of this Agreement. The Board does not assume any responsibility for the conduct of the public in attendance or any damage to the Premises caused by the public.

**H. Surrender of Premises.** Upon the expiration of the Term or earlier termination, the Board shall surrender the Premises to Owner in a neat, clean and orderly condition. The Board shall remove any and all signs and other equipment or property belonging to the DeKalb County Department of Voter Registration and Elections within 5 business days of the conclusion of the specified election(s) in the Term.

#### **ARTICLE IV. OTHER STIPULATIONS**

**I. Lease Extension.** The Board will have the option to extend the Agreement for a total of (2) twelve-month periods by giving the Owner written notice prior to the date of the last election for which the Owner indicated availability.

**J. Right to Terminate.** At any time during or prior to the Term, The Board may in its sole discretion and without cause or reason, terminate this Agreement upon one (1) day prior notice to Owner, at which time this Agreement shall cease and terminate, and the Board shall vacate the Premises on or before the termination date set forth in the notice to terminate. The City of Stone Mountain has the right to terminate this agreement with written notice within (30) days notice to The Board.

**K. Georgia Laws Govern.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

**L. Venue.** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purpose of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

**M. Status as Lessor.** The relationship between Owner and The Board shall be that of lessor and lessee.

N. **Sole Agreement.** This Agreement constitutes the sole agreement between the parties. No representations oral or written nor incorporated herein shall be binding upon the parties. No amendment or modifications of this Agreement shall be enforceable unless approval by action of The Board.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on the day and date hereinabove written.

***DEKALB COUNTY BOARD OF REGISTRATION & ELECTIONS***

\_\_\_\_\_  
Signature  
By: Keisha L. Smith  
Title: Executive Director, VRE  
Date: \_\_\_\_\_

***Mayor***

\_\_\_\_\_  
Signature  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

***City Attorney***

\_\_\_\_\_  
Signature  
By: \_\_\_\_\_  
Date: \_\_\_\_\_