

STATE OF GEORGIA

COUNTY OF GORDON

SUGAR VALLEY VOTING PRECINCT LEASE AGREEMENT

THIS AGREEMENT made and entered into this the 11TH day of SEPTEMBER, 2017 by and between Sugar Valley Baptist Church, ('OWNER/LESSOR') and/or Gordon County Board of Elections and Voter Registration ('BOER/LESSEE') will lease the following premises ("LEASED POLLING PLACE PREMISES") located at 3742 Sugar Valley Road NW, Sugar Valley, Georgia, for use as a polling place in accordance with Title 21, Chapter 2, section 21-2-265 section of the Official Code of Georgia Annotated.

Witnesseth: Sugar Valley Baptist Church is the owner in fee simple of that certain tract of land known as the Sugar Valley Baptist Church, located at 3742 Sugar Valley Road NW, Sugar Valley, Georgia. Said Sugar Valley Baptist Church agrees to lease to Gordon County Board of Elections and Voter Registration the said Sugar Valley Baptist Church on each and every primary, general and special election days under the following terms and conditions:

1. BOER/LESSEE shall have and use the premises above describe as a polling place for the purpose of conducting all Primaries, General Elections and Special Elections to be held according to various calls as prescribed by law beginning the date this agreement is executed, and continuing thereafter until such notice of cancellation is given by either party herein.
2. Notice of cancellation mentioned in Paragraph 1 shall be given in writing and delivered by certified mail, during a non-presidential or non-gubernatorial election year, and no later than ninety (90) days prior to any Primary or Election called to the following address:

Gordon County Board of Elections and Voter Registration
PO Box 715
Calhoun, GA 30703-0715

Sugar Valley Baptist Church
3742 Sugar Valley Road NW
Sugar Valley, GA 30746

3. BOER/LESSEE shall have the right to enter said premises: on the day before each election, as agreed upon between the parties, in order to deliver necessary voting equipment and again on the day before each election, to set up the polling place; and on Election Day to use as a polling place; and on the day after each election, to pick up all voting equipment.
4. OWNER/LESSOR agrees to and hereby does indemnify and save BOER/LESSEE harmless against all claims for damages to persons and property as a result of any negligent or intentional action caused by OWNER/LESSOR during BOER/LESSEE use of said premises as a polling place.
5. BOER/LESSEE agrees to and hereby does indemnify and save OWNER/LESSOR harmless against all claims for damages to persons and property as a result of any negligent or intentional action caused by BOER/LESSEE during BOER/LESSEE use of said premises as a polling place.
6. The Agreement shall be construed in accordance with the provisions of Georgia law, and any applicable federal statutes, rules and regulations without waiving any immunity or defenses allowed by law.
7. This Agreement constitutes the entire agreement between the parties hereto, and no modification of this lease agreement shall be binding unless the same is reduced to writing and signed by all parties to this lease agreement. No representation, promise or inducement not included in this Agreement shall be binding upon the parties.
8. Contact Information for polling location:

Contact Person:

Day-time Phone Number:

Night-time Phone:

Building Custodian or

Alternate Contact:

Day-time Phone Number:

Night-time Phone:

Furthermore, this Lease shall be binding on both parties, their administrators, Executors, assigns and successors in title.

IN WITNESS WHEREOF, the Owner/Lessor, BOER/Lessee and County have caused this Agreement to be duly executed by their proper offices and attested with their corporate seals affixed hereto as set forth in duplicate originals.

Sugar Valley Baptist Church:

Senior Pastor

Gordon County, Georgia
Board of Elections and Voter Registration

Shea Hicks,
Chairperson, Gordon County Board of Elections and Voter Registration

County:
Gordon County, Georgia

Becky Hood,
Chairman, Gordon County Board of Commissioners