



FRESNO COUNTY REGISTRAR OF VOTERS

Brandi Orth, Registrar of Voters

BALLOT DROP BOX FACILITY USE AGREEMENT

Name of Facility: _____

Location/Area to be utilized for Ballot Drop Box: _____

Facility Owner: _____

Facility Physical Address: _____

Facility Mailing Address: _____

Facility City/Zip: _____

Facility Primary Contact Name: _____

Facility Primary Contact Phone: _____

E-mail address: _____

Fax: _____

Emergency Contact Name: _____

Emergency Phone: _____

This Agreement ("Agreement") is entered into this _____ day of _____, 2020 between the County of Fresno-Fresno County Registrar of Voters ("County") and _____ ("Facility"), and provides County access to and usage of the specified Ballot Drop Box Location, upon the following terms and conditions:

November 3, 2020, Presidential General Election:

Ballot Drop Box Location – open to the public 24 hours a day

Voting Days: Tuesday, October 6, 2020, every day through and including Tuesday, November 3, 2020

Voting Hours from October 6, 2020 through and including Monday, November 2, 2020: 24 hours a day

Voting Hours on Election Day, Tuesday, November 3, 2020: 12:00 a.m. to 8:00 p.m.



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1. Ballot Drop Box Delivery and Pick-up

- Facility shall provide County access to the Facility and specified Ballot Drop Box Location for up to seven (7) days prior to the first Voting Day listed above, and during the Voting Days/Hours.
- Ballot Drop Box shall be retrieved by County no later than seven (7) days after the last Voting Day listed above.
- Delivery and pick-up of County's Ballot Drop Box shall occur during the Facility's business hours, which are _____.

2. Facility Requirements During Voting Days/Hours

- Additional access for Accessibility Survey conducted by Fresno County Election Officials, and other visits in addition to the identified Voting Days/Hours to the specified Ballot Drop Box Location may be required and Facility shall cooperate with County's requests for such additional access.
- Facility shall provide sufficient exterior lighting for Ballot Drop Box Location.
- No person shall disseminate visible or audible electioneering information that advocates for or against any candidate or measure on the ballot or loiter near a Ballot Drop Box Location. Prohibited electioneering information includes, but is not limited to, any of the following: a display of a candidate's name, likeness, or logo; a display of a ballot measure's number, title, subject, or logo; buttons, hats, pencils, pens, shirts, signs, or stickers containing electioneering information.

3. Hold Harmless/Indemnification

County shall indemnify, defend, save, and hold harmless the Facility, its officers, agents, and employees, from and against any loss, damage, liability, cost, or expense arising out of the designation and utilization of the Facility as a Ballot Drop Box Location, except to the extent such claims arise through the negligent act or omission of the Facility, its officers, agents, and employees.

Nothing in this provision shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party. The provisions of this indemnity obligation shall survive the expiration or termination of this Agreement.

This indemnification shall not be constructed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies.

4. Certificate of Self-Insurance

Fresno County will provide a certificate of Self-Insurance.



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5. Additional Information

Facility shall not unilaterally cancel or terminate this Agreement. Facility shall not change or relocate the agreed upon Ballot Drop Box Location outside of an event of a natural disaster or unforeseen building structural damage. County may terminate this Agreement at any time and for any reason, and not use the Facility.

6. Terms and Conditions

No alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the parties, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties.

Facility acknowledges that the specified Ballot Drop Box Location, the Facility's Parking and the pathway(s) to and from said Ballot Drop Box Location will be used for the public purpose of voting in an election(s) and as such Facility agrees to comply with all federal, state and local laws governing said election(s).

7. Governing Law

Venue for any action arising out of or relating to this Agreement shall be in Fresno County, California. This Agreement shall be governed by the laws of the State of California.

8. Authority

Facility represents and warrants that the individual executing this Agreement on behalf of the Facility is duly authorized to execute and deliver this Agreement, and that this Agreement is binding upon the Facility in accordance with its terms.

9. Entire Agreement

This Agreement constitutes the entire agreement between the County of Fresno and Facility with respect to the subject matter hereof, and supersedes all prior agreements, including all attachments herein, whether oral or written, negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever, unless expressly referenced in this Agreement.



**FRESNO COUNTY
REGISTRAR OF VOTERS**

Brandi Orth, Registrar of Voters

**BALLOT DROP BOX
FACILITY USE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

Facility Owner/Agent:

[Facility Name]

COUNTY:

COUNTY OF FRESNO

By _____
Name and Title

By _____
Robert W. Bash, Director of Internal
Services/Chief Information Officer

Address: _____

Date _____

FOR ACCOUNTING USE ONLY:

Fund: 0001

Subs: 10000

Org No. 2850

Acct. No.