TERMS AND CONDITIONS FOR
POLLING LOCATION LICENSE AGREEMENT

These Terms and Conditions ("T&C") are incorporated into the Polling Location License Agreement ("License") between Owner and BCSOE (collectively the "Parties" and each a "Party") (the License and the T&C are collectively referred to as the "Agreement."). The Agreement shall be effective on the date of Owner's execution of the License until its expiration or earlier termination provided herein (the "Term").

Additional Definitions:

A. "Applicable Law" means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

B. "Applicable Elections" means the election cycles specified in the License Agreement including early voting, as applicable.

C. "BCSOE Property" means BCSOE's personal property placed and stored at the Polling Place, to include without limitation, election-related equipment, materials, and supplies.

D. All other capitalized terms not expressly defined in this document shall retain the meaning ascribed to such terms in the License and if not so defined, then the plain language meaning appropriate to the context in which it is used.

TERMS AND CONDITIONS

1. Description of Polling Place. Owner grants to BCSOE the right, license, privilege, and permission to utilize the portions of Owner's property as described in the License ("Polling Place" or "Licensed Premises"). Owner will provide electricity, running water, bathroom facilities, and electrical outlets as may be needed by BCSOE for its activities. If requested by BCSOE, Owner shall make available both telephone and internet connections to the Polling Place.
2. License Fee. Except as otherwise expressly provided in this Agreement and any License Fee indicated in the License, BCSOE shall no further liability for any additional costs and fees arising from the use and occupancy of the Polling Place.
3. Permitted Use. Beginning 24 hours prior to and ending 24 hours after each Applicable Election including any early voting period if applicable ("Licensed Period"), BCSOE may use and occupy the Polling Place for BCSOE's operation and conduct of the Applicable Elections ("Permitted Use"). Owner will provide BCSOE and its employees, agents, visitors, invitees, and the public access to the Polling Place for the Permitted Use peacefully and quietly as against all persons or entities claiming by, through, or under Owner, subject to the provisions of this Agreement and Applicable Law.
4. Hours for Permitted Use. BCSOE shall have full access to the Polling Place each day during the Licensed Period starting no later than 5:30 a.m. and ending each day after such time that all closing procedures required by Applicable Law are completed.
5. Security. Owner shall provide adequate security for the Polling Place during Owner's regular business hours. BCSOE shall be responsible for providing any additional security it requires during any other hours.
6. Persons Allowed at Polling Location. Owner or its representatives may only enter the Licensed Premises during the Licensed Period with the written consent of the BCSOE, subject to any additional limitations of Applicable Law, including without limitation restrictions regarding entering a polling room and the "No Solicitation Zone" in Section 102.031, Florida Statutes.
7. Sovereign Immunity, Liability, and Insurance. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity or limits of liability contained in Section 768.28, Florida Statutes, by the BCSOE (and Owner, if a municipality, county, or other political subdivision or state agency as defined in Section 768.28, Florida Statutes), nor shall anything included herein be construed as consent by either Party to be sued by third parties in any manner arising out of this Agreement. If Owner is a private entity, upon request, BCSOE will provide Owner with written verification of liability protection that meets or exceeds any requirements of Florida law. A letter from Broward County confirming BCSOE's inclusion within Broward County's self-insurance program constitutes acceptable evidence of liability protection.
8. Latent Conditions at Polling Place. Owner shall disclose to BCSOE any known latent hazardous conditions at the Polling Place immediately upon execution of the License. Owner shall be solely responsible for any injury or damage caused by any known and non-disclosed latent hazardous conditions at the Polling Place and for the negligence or willful misconduct of the Owner, its agents, or its employees. This section shall survive the expiration or earlier termination of the Agreement.
9. BCSOE Property. If BCSOE Property will be stored at the Polling Place, Owner's designee shall provide a secure space for BCSOE to place and store such property. Owner shall not be liable for any damage to BCSOE Property or any theft, misappropriation, or loss thereof, except in the event of the negligence or intentional acts of the Owner, its agents, or its employees. Within five (5) days after the end of the Licensed Period, BCSOE shall remove all BCSOE Property from the Polling Place.
10. Maintenance and Repair of Licensed Premises. Owner shall be responsible for all maintenance and repair of the Polling Place and shall keep same in good structural repair and in compliance with all Applicable Law, including without limitation the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973. While in possession of the Polling Place, BCSOE shall notify Owner's on-site security staff (or if Owner has no such staff, via telephone to its representative identified in the License) of any necessary maintenance or repair. BCSOE agrees to reimburse Owner to repair damage to the Licensed Premises caused by the negligence or intentional acts of BCSOE, its employees, agents, or contractors.
11. Expiration and Termination. After the last Applicable Election, this Agreement automatically expires 24 hours after the removal of all BCSOE Property but may be earlier terminated for convenience by either Party in writing. Notwithstanding the foregoing, neither party shall have the right to terminate for convenience during the sixty (60) day period before an Applicable Election. Written notice of termination must be provided in accordance with the "Notices" section of this Agreement and shall be effective as of the termination date stated therein.
12. Prior Agreements and Amendments. The Agreement represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by BCSOE and Owner.
13. Notices. Notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed in the License for Owner and below for BCSOE and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The Parties may change their respective addresses for notices by written notice in accordance with this section. BCSOE notice information: Attn: Joe Scott, Broward County Supervisor of Elections, 4650 NW 21ST Avenue, Fort Lauderdale, Florida 33309; Email: JScott@browardvotes.gov.
14. Governing Law; Jurisdiction and Venue; Jury Trial Waiver. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties consent to personal jurisdiction and exclusive venue in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, where the Licensed Premises is located. This section shall survive the expiration or earlier termination of the Agreement. Owner and BCSOE knowingly and voluntarily waive any right to a trial by jury in any litigation arising out of this Agreement.
15. Acknowledgment of Authority. Owner is the owner or tenant of the Polling Place and has authority to grant permission to BCSOE to use the Polling Place pursuant to the terms of this Agreement. Owner's representative signing the License represents and warrants that they are duly authorized by all necessary and appropriate action to execute the License on behalf of Owner and does so with full legal authority.