

**Use Agreement
2020 City of Waukesha Polling Places**

This Agreement is by and between the City of Waukesha, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; and the property owner identified below, referred to herein as the Owner. Together, the City and the Owner are referred to as the Parties

Owner name: _____

Property address: _____

Room number or other location identifier: _____

Contact person name: _____

Contact person telephone: _____

Email address: _____

Election dates: February 18, April 7, August 11, November 3, 2020

In consideration of the mutual promises expressed in this Agreement, the Parties agree and contract as follows:

1. Owner gives City permission to enter into and upon the above-identified Property to conduct election polling activities, including:
 - a. The placement of voting machines, booths, chairs, tables, supplies, and other necessary equipment.
 - b. The entry of poll workers, observers, and other officials necessary to conduct election activities.
 - c. The entry of the public as necessary for them to register, cast votes, and other election-related activities.
 - d. Parking of vehicles in designated areas as required for loading and unloading equipment, and for the convenience of poll workers and voters.
2. Owner shall provide access to the Property by the City no later than 6 a.m. on the day of elections, and shall maintain continuous access to the Property by City employees, poll workers, observers, officials, and voters on the day of election until the polling place closes and all post-election administrative activities are concluded by the City. Owner shall provide access to the Property as reasonably requested by the City on the day before elections for load-in and placement of equipment and supplies, and the day after elections for removal of equipment and supplies.
3. City poll workers, observers, and election officials may use restroom facilities within the Property, as designated by the Owner.
4. City may plug electronic devices, including voting machines, computers, and other necessary equipment into electrical receptacles in the Property and use electricity without additional consideration. City shall not use any equipment rated to draw more than 15 amps without the additional permission of the Owner.
5. City may place signs and informational materials on and in the Property to identify the Property as a polling place and to direct voters to and from the polling place.
6. City shall keep the portions of the Property used for election activities clean and free of debris, refuse, and after conclusion of the election activities shall leave the Property in the condition it was in before the City's entry.
7. City shall be responsible for the safety and security of all poll workers, observers, election officials, and voters while they are in the portions of the Property used as a polling place, and shall follow all directions of the Owner regarding access to other areas of the Property.
8. City shall indemnify and hold the Owner, and Owner's employees, officers, agents, and volunteers harmless from any liabilities that may arise as a result of the use of the Property by the City as a polling place, except for those liabilities arising from the gross negligence of the Owner and Owner's employees, officers, and agents.
9. City shall obtain an endorsement to its general liability insurance policy naming the Owner as an additional insured, and shall provide Owner with a certificate of insurance showing that Owner is an additional insured.
10. The City shall be responsible for repair or replacement of Owner's real or personal property that is damaged or destroyed by individuals on Owner's property for the purpose of election polling activities.

Dated _____, 2020.

City of Waukesha

Owner

By Shawn N. Reilly, Mayor

(sign above)

Print name: _____

Title: _____

Authorized agent

Attested by Gina L. Kozlik, City Clerk-Treasurer