

**LICENSE AND HOLD HARMLESS AGREEMENT
FOR COUNTY- OWNED POLLING PLACE**

THIS LICENSE AND HOLD HARMLESS AGREEMENT FOR COUNTY-OWNED POLLING PLACE by and between ***PASCO COUNTY, BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS***, hereinafter referred to as "***Licensor***", whose address for purposes of notice under this Agreement is ***7530 Little Road, New Port Richey, FL 34654***, and ***THE OFFICE OF THE SUPERVISOR OF ELECTIONS, PASCO COUNTY, FLORIDA***, hereinafter referred to as "***Licensee***", whose address for purposes of notice under this Agreement is ***14236 6th Street, Dade City, Florida, 33523-3411***.

WITNESSETH:

WHEREAS, the ***Licensee*** desires to obtain the use of facilities necessary to conduct elections for the 2010 election cycle.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree as follows:

1. **Grant of License.** The ***Licensor*** hereby grants to the ***Licensee*** a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Land O'Lakes Community Building
Odessa Park Community Building
Shady Hills Civic Association
Holiday Recreation Complex
Grove Park Community Building
Pasco County Facilities Management
Veterans Memorial Park Gym
Land O'Lakes Recreation Complex
Hudson Library Community Room

2. **Term/Use of Premises:** The above premises may be occupied and used by the ***Licensee*** as a polling place for holding the following elections:

August 24, 2010 – Primary Election

November 2, 2010 – General Election

The premises shall be occupied and used by the ***Licensee*** from 6:00 a.m. until all Election Day activities are completed on the above date(s). In addition, the ***Licensor*** shall provide access to said location prior to said election to deliver election equipment, verify phone lines and to prepare for Election Day activities, and access to remove the Election Day equipment following the election.

3. **Improvements:** It may become necessary for the *Licensee* to make improvements to the polling place to accommodate voters with disabilities. Should this become necessary, it will be required for the *Licensor* to grant *Licensee* the ability to complete these improvements. Any improvements made to said premises by *Licensee* shall remain the property of the *Licensee* during the term of this Agreement. Any improvements made by *Licensee* that are not removed at the expiration of this Agreement shall become the property of the *Licensor*. If any improvements made to the polling place are removed by *Licensee* at the expiration of this Agreement, *Licensee* shall fully restore the polling place to its pre-improved condition. Telephone lines will be installed by the *Licensee* for use on Election Day. These telephone lines shall not be used by the *Licensor* for any purpose.

4. **Condition of Premises:** The *Licensor* shall provide the premises to *Licensee* in a safe, clean and usable condition and shall be solely responsible for any necessary cleanup after use by *Licensee*.

5. **Cancellation of Agreement:** The *Licensor* may cancel this Agreement at any time by providing at least 60 days written notice of the cancellation.

6. **Indemnity/Hold Harmless:** During the term of this Agreement and in the execution of same, subject to the limits of liability set forth in Section 768.28, Florida Statutes, the *Licensor* agrees to indemnify and hold the *Licensee* harmless from any damages, claims, costs, losses, liabilities, expenses, penalties, fines or demands which may arise out of any condition not created by the *Licensee* on the premises. Subject to the limits of liability set forth in Section 768.28, Florida Statutes, the *Licensee* agrees to indemnify and hold *Licensor* harmless from any and all liability resulting from injury to persons or property due solely to the *Licensee's* negligent use of the premises. *Licensee* shall not be required to indemnify or hold harmless *Licensor* for injury to persons or property due to any condition on the premises unless such injury occurs in connection with any improvements made to the premises by *Licensee* pursuant to Section 4 of this Agreement.

7. **Inspection:** The *Licensor* shall permit *Licensee* to enter and inspect the premises at all reasonable times prior to the election upon reasonable notice to the *Licensor*.

8. **Florida Law:** This Agreement shall be governed by the laws of the State of Florida as to both interpretations and performance.

9. **Entire Agreement:** This Agreement sets forth all the promises, agreements, conditions and understandings between the *Licensor* and *Licensee* relative to the use of said premises. There are no other promises, agreements, conditions or understandings, either oral or written between them. No subsequent alterations, amendments, change, or addition to this Agreement will be binding on *Licensor* or *Licensee* unless in writing and signed by the parties and made a part of this Agreement by direct reference.

10. **Venue:** The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in East Pasco County or in the case of federal court, the Middle District Court in Tampa, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than Florida. Each party shall bear its own attorney's fees and costs in any legal proceeding between the parties in connection with this Agreement.

11. **Terms Inclusive:** As used herein the terms "*Licensor*" and "*Licensee*" shall include the plural whenever the context requires or omits.

12. **Representatives Bound Hereby:** *Licensor* or *Licensee*, respectfully, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants herein. Neither *Licensor* nor *Licensee* may assign its rights or obligations under this Agreement without the prior consent of the other party.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, this Agreement shall become effective upon the date of execution by Pasco County or the Supervisor of Elections, whichever is latest.

(SEAL)

***BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA.***

BY: _____
PAT MULIERI, Ed. D., Chairman

Date

ATTEST:

BY: _____
***PAULA S. O'NEIL, Pasco County
Clerk & Comptroller***

[SEAL]

SUPERVISOR OF ELECTIONS

ATTEST:

BRIAN E. CORLEY, SUPERVISOR

Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____
Attorney for the Supervisor of Elections