

POLLING PLACE LEASE AGREEMENT

STATE OF LOUISIANA

PARISH OF ST CHARLES

THIS AGREEMENT made this _____ day of _____, 2024, by and between **DES ALLEMANDS VOLUNTEER FIRE DEPARTMENT**, ('OWNER/LESSOR') and/or the agent of OWNER/LESSOR and the parish of **ST. CHARLES**, ("PARISH") hereby agrees that OWNER/LESSOR will lease the following premises ("LEASED POLLING PLACE PREMISES") located at 16960 Highway 90, Des Allemands, Louisiana 70030, for use as a polling place in accordance with Title 18, section 533 of the Louisiana Revised Statutes.

1. TERM

This lease agreement is for a term commencing on the 1st day of November 2024 and ending on December 31, 2025.

2. AUTOMATIC RENEWAL

This agreement shall automatically renew for a like term of one (1) year at the same rental rate, unless one of the parties to this agreement notifies the other, at least thirty (30) days prior in writing of the desire not to renew the lease agreement at least thirty (30) days prior to the expiration date of this agreement.

3. PAYMENT OF RENT

This agreement was made for and in consideration of a rental rate of \$150.00 (One Hundred and Fifty Dollars) per election in accordance of the terms of this agreement. All rental payments shall be mailed to the following address: 16960 Highway 90, Des Allemands, Louisiana 70030

4. TERMINATION OF AGREEMENT

Either party may terminate this agreement upon written notice to the other party at any time, except during the period commencing two (2) days before the date that qualifications open for an election.

5. LEASED POLLING PLACE PREMISES REQUIREMENTS

The LESSOR/OWNER shall give the PARISH the exclusive use of the leased premises for each election held in and involving Ward/district/precinct **4-1 and 4-1A** or any parts thereof. The PARISH is authorized to use and occupy the LEASED POLLING PLACE PREMISES on such election days. Additionally, the OWNER/LESSOR agrees that the LEASED POLLING PLACE PREMISES SHALL BE EQUIPPED WITH THE FOLLOWING:

- (i) sanitary facilities
- (ii) proper electric current, fixtures, and outlets necessary to Voting Machines and conduct the election; and

- (iii) meet the requirements for accessibility for individuals with disabilities.

6. LEASE AGREEMENT CONTINGENT UPON POLLING PLACE BEING IN FULL COMPLIANCE WITH THE ADA AND VOTING RIGHTS ACCESSIBILITY FOR THE ELDERLY AND HANDICAPPED ACT

OWNER/LESSOR AGREES that the LEASED POLLING PLACE PREMISES shall be in full compliance with the Americans with Disabilities Act and Voting Rights Accessibility for the Elderly and Handicapped Act. In the event said LEASED POLLING PLACE PREMISES fails to be in compliance with the Americans with Disabilities Act and the Voting Rights Accessibility for the Elderly and Handicapped Act, the Parish shall immediately give written notice to the OWNER/LESSOR within seven (7) days of the noncompliance and thereafter OWNER/LESSOR will have Thirty (30) days to rectify and/or remedy those defects which cause the LEASED POLLING PLACE PREMISES to fail to be in compliance. Moreover, in the event OWNER/LESSOR fails to rectify and/or remedy those conditions within thirty (30) days of notice of noncompliance, the PARISH has the sole and exclusive right to immediately terminate this agreement.

7. LIABILITY

OWNER/LESSOR of the premises to be used by any person as a polling place on any election day shall not be liable to such person for injury to person or property which occurs on the premises while it is being used as a polling place on any election day, but does not exclude any liability which would otherwise exist for willful or malicious injury to persons or property or liability imposed on the owner, lessee, or occupant of the premises pursuant to Civil Code Articles 2317 or 2322. Nothing shall be construed to relieve any person using the premises of another as a polling place from any obligation which he may have in the absence of these provisions to exercise care in his use of such premises or from the legal consequences of failure to employ such care.

8. TRANSFERABILITY

The OWNER/LESSOR may not assign either this lease agreement and any of its rights, interest or obligations hereunder without the prior written approval of the PARISH. All terms and conditions of this lease shall be binding and enure to the benefit of and be enforceable by the respective successors and permitted assigns of the OWNER/LESSOR. Notwithstanding and foregoing, this lease shall not be sold nor the payments due or to become due hereunder assigned without the prior written consent of the other party.

9. OWNERSHIP OF THE LEASED POLLING PLACE PREMISES

The OWNER/LESSOR affirms that the LEASED POLLING PLACE PREMISES is not owned, occupied, or leased by a candidate in an election, or is a spouse of

any such candidate, or an officer or employee of the state, city, or any of its political subdivisions.

10. TAXES

The OWNER/LESSOR agrees to be fully responsible for the payment of any state and/or federal taxes due under this Agreement. The federal identification number or social security number of the OWNER/LESSOR is 72-7088212.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 2024.

WITNESSES:

PARISH OF ST. CHARLES

By: _____
MATTHEW JEWELL

Title: Parish President

WITNESSES:

OWNER/LESSOR

By: _____
BRIAN CHAMPAGNE

Title: Fire Chief