



Contract Number

SAP Number

Registrar of Voters

Department Contract Representative Telephone Number Contractor Contractor Representative Telephone Number Contract Term Original Contract Amount Amendment Amount Total Contract Amount Cost Center Internal Order No.

Briefly describe the general nature of the contract: This Use Permit is for San Bernardino County's exclusive use of approximately square feet of interior building space at the real property(ies) located at

(Facility Name)

(Address)

(City), CA.

The use period of this Use Permit shall commence on MONTH DD, 2022 and shall expire on MONTH DD, 2026. The use fee payable by San Bernardino County under this Use Permit shall be \$ per [day/election/month/year] (select one).

FOR COUNTY USE ONLY

Approved as to Legal Form SEE SIGNATURE PAGE Jolena E. Grider, Deputy County Counsel Date

Reviewed for Contract Compliance Date

Reviewed/Approved by Department Bob Page, Registrar of Voters Date

USE PERMIT

1. **PARTIES:** (Name of Property Owner/ Entity) _____, hereinafter referred to as PERMITTOR, hereby permits San Bernardino County hereinafter referred to as PERMITTEE, to use a total of approximately _____ square feet of interior building space ("Use Area(s)") at the real property(ies) located at

(Address) _____

(City) _____, CA ("Property"),

as the Use Area(s) is shown on Exhibit "A" attached hereto and incorporated herein by reference. Along with the Use Area(s), PERMITTEE shall have the right to use _____ parking spaces at the Property(ies) at no additional cost for use by PERMITTEE's employees.

2. **TERM:** The term of this agreement shall be from **MONTH DD**, 2022 to **MONTH DD**, 2026, with the PERMITTEE and PERMITTOR mutually agreeing on the use dates for each election during the use period. A written election plan that identifies the specific dates shall be mutually agreed upon prior to each election. A sample election plan is provided on Exhibit "B."

3. **USE PERIOD:** This Use Permit shall be for a period which shall commence on the dates listed in the mutually agreed upon election plan. ("Use Period").

4. **USE:** PERMITTEE shall use the Use Area(s) on an exclusive basis for those days identified and agreed to in the written election plan during the Use Period for only the following purposes: poll worker training, early vote site, election supply depot, and/or polling place location. PERMITTOR must secure the Use Area when PERMITTOR equipment and supplies are stored therein. PERMITTEE must not use the Use Area(s) for any other purpose.

5. **FEES:** PERMITTEE shall pay an all-inclusive fee of \$_____ per [day/election/month/year] (select one) for the Use Area(s), which includes the use fee, all utilities, PERMITTOR-provided janitorial and maintenance services, during the Use Period.

6. **INDEMNIFICATION:** The PERMITTEE agrees to indemnify and hold harmless the PERMITTOR, its officers, employees, agents and volunteers from any and all liabilities for injury to persons and damage to property(ies) arising out of any negligent act or omission of the PERMITTEE, its officers, employees, agents or volunteers in connection with the poll worker training, early vote site, election supply depot, and/or polling place location.

7. **INSURANCE REQUIREMENTS AND SPECIFICATIONS:** The PERMITTEE is self-insured for purposes of general liability and property insurance. PERMITTEE agrees to furnish Certificates of Insurance to the PERMITTOR upon request.

8. **ATTORNEY'S FEES AND COSTS:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, regardless of which party is the prevailing party, must bear its own costs and attorneys' fees. This paragraph will not apply to those costs and attorneys' fees directly arising from any third-party legal action against PERMITTOR, including such attorneys' fees and costs payable under Paragraph 6, INDEMNIFICATION, and Paragraph 7, INSURANCE REQUIREMENTS AND SPECIFICATIONS.

9. **TERMINATION:** In the event that either party is in default of any of the terms and conditions of this Use Permit, the non-defaulting party may give written notice to the defaulting party of specific violations. If, within three (3) business day after written notice, the defaulting party has not corrected such default, the non-defaulting party shall have the right to terminate this Use Permit.

10. **COMPLIANCE WITH LAWS:** PERMITTEE shall comply with all applicable ordinances, statutes, and laws of San Bernardino County, State of California, the United States of America, and all other governmental or regulatory agencies having jurisdiction over PERMITTOR's Use Area.

11. **NOTICES:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party under the provisions of this Use Permit shall be in writing and shall be served personally, delivered by reputable overnight courier service, or sent by United States mail, postage prepaid, certified, or registered, return receipt requested. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notices shall be deemed delivered and effective upon the earlier of (i) actual receipt or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by reputable overnight courier service or United States mail, postage prepaid, certified or registered, return receipt requested. Any notices received after 5:00 pm local time on a business day shall be deemed effective on the following business day.

PERMITTEE: San Bernardino County
Attn: Registrar of Voters
777 E. Rialto Avenue
San Bernardino, CA 92415

PERMITTOR: (Property Owner Name / Entity) _____
Attn: (Contact Name) _____
(Street Address) _____
(City), CA. (Zip) _____

12. **SURRENDER:** PERMITTEE agrees that it will, upon any termination of this Use Permit, return the Use Area(s) in a clean and tidy condition with all trash and debris caused by the PERMITTEE removed and all damages to the extent caused by the PERMITTEE repaired or restored to substantially as good a condition as existed immediately prior to the damage caused by the PERMITTEE, reasonable wear and tear excluded.

13. **VENUE:** The parties acknowledge and agree that this Use Permit was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Use Permit will be the Superior Court of the State of California, San Bernardino County. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Use Permit is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of the State of California, San Bernardino County.

14. **LAW:** This Use Permit shall be construed and interpreted in accordance with the laws of the State of California.

15. **SEVERABILITY:** If any word, phrase, clause, sentence, paragraph, section, article, part or portion of this Use Permit is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this Use Permit or any other portion thereof.

16. **SURVIVAL:** The obligations of the parties that, by their nature, continue beyond the Use Period, will survive the termination of this Use Permit.

17. **AUTHORIZED SIGNATORS:** The parties to this Use Permit represent for itself that its respective signators executing this document are fully authorized to enter into this Use Permit.

18. **ENTIRE AGREEMENT:** This Use Permit constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. No modifications or waiver will be binding unless made in writing and signed by both parties.

This Use Permit may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, San Bernardino County and Permitter have each caused this Use Permit to be subscribed by its respective duly authorized officers, on its behalf.

(PROPERTY OWNER NAME / ENTITY)

SAN BERNARDINO COUNTY

By: _____
(Name), (Title)

By: _____
(Name)

Title: Purchasing Director

Date: _____

Date: _____

Approved as to Legal Form:

TOM BUNTON, County Counsel
San Bernardino County, California

By: _____
Jolena E. Grider, Deputy County Counsel

Date: _____

EXHIBIT "A"
USE AREA

(INSERT MAP OF USE AREA)

EXHIBIT "B"
SAMPLE ELECTION PLAN

For the (Month Day, Year Name) _____ Election,
the PERMITTOR and PERMITTEE agree to the PERMITTEE's Use, Use Area(s), and Use Period of the
PERMITTOR's real property, as follows:

PROPERTY:

(Facility Name) _____

(Address) _____

(City) _____, CA. _____

(Hours of Operation) _____

(Parking Spots) _____ (Gated Parking?) Yes / No

PERMITTEE's USE: _____

USE AREA:

(Room Name) _____

(Square Footage) _____

(Electrical Outlets) _____

(HVAC for Room?) Yes / No (Tables Included) _____ (Chairs) _____

(Area PERMITTEE staff can break/eat and drink) _____

Note: If applicable, PERMITTOR's food and drink rules document is attached to this Election Plan.

USE PERIOD:

(Site Inspection) _____

(Delivery/Storage) _____

(Exclusive Use) _____

(Storage/Pick Up) _____

PERMITTOR CONTACT(S):

(Name) _____

(Work Phone No.) _____

(Cell Phone No.) _____

(Email) _____

Note: PERMITTOR Contact(s) must be available to provide PERMITTEE access to the Use Area on the agreed Use Period dates for PERMITTEE Site Inspection, Delivery of Election Equipment and Supplies, Exclusive Election Use, and Pickup of Election Equipment and Supplies. PERMITTOR Contact(s) must also be available in the event of an emergency that occurs outside PERMITTOR's normal business hours.

San Bernardino County Registrar of Voters and the PERMITTOR have mutually agreed to this Election Plan for the (Month Day, Year Name) _____ Election.

(PROPERTY OWNER NAME / ENTITY)

SAN BERNARDINO COUNTY REGISTRAR OF VOTERS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____