

POLLING PLACE LICENSE AGREEMENT

THIS POLLING PLACE LICENSE AGREEMENT (hereinafter the “Agreement”), is made this ____ day of _____, 20____, by and between **HAMPTON UNIVERSITY** (the “University” or Licensors), whose address is 200 William R. Harvey Way, Hampton, VA 23668, and the **CITY OF HAMPTON, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the “City” or “Licensee”), whose address is 22 Lincoln Street, Hampton, Virginia 23669. The University and the City may be referred to herein jointly as the “Parties” or individually as a “Party”.

For and in consideration of the Licensed Area and the mutual covenants contained herein, the parties agree as follows:

1. Licensors acknowledge that Virginia Code § 24.2-310(B) identifies that polling places shall be located in public buildings whenever practical; therefore, Licensee’s willingness to locate a polling place on the Hampton University campus is subject to and in reliance upon Licensors’ acknowledgement and agreement that it has reviewed and understands the legal requirements governing polling places in Virginia Code §§ 24.2-310 and 310.1. Licensors agree to cooperate with Licensee to ensure compliance with all such requirements. Further, Licensors shall not take any action to obstruct or hinder Licensee’s ability to comply with election laws and Licensors shall promptly remove any barriers that may occur or are brought to its attention by Licensee.

2. Licensors agree to grant to Licensee a license, subject to the terms and conditions set forth in this Agreement, to use the following described Licensed Area owned by the Licensors (hereinafter referred to as the “Licensed Area”):

That certain portion of the Hampton University Convocation Center, located at 700 Emancipation Drive, Hampton, VA 23668, including, but not limited to, (a) the main entrance at the northeast corner of the facility; (b) the main entrance lobby area and adjacent restrooms; (c) entrances, as needed, along the eastern side of the facility; (d) the main concourse along the eastern side of the facility and, as needed, a classroom off this main concourse; (e) the gymnasium; (f) the drive lane adjacent to the northern side of the facility for the purpose of curbside voting; and (g) nearby parking lots, as needed – all as generally shown on Exhibit A, which is attached hereto and made a part hereof.

Should it be necessary to identify an alternate location in the event of an emergency, as further referenced in this Agreement, the Parties agree that Holland Gym, located at 160 Marshall Avenue, Hampton, VA 23668 (which is accessible from Emancipation Drive) is a suitable location and, if use of such alternate location is approved pursuant to applicable Virginia Code requirements, such alternate location shall be considered the “Licensed Area” and subject to terms and conditions of this Agreement.

3. The term of this Agreement shall begin on such date that the Virginia Office of the Attorney General (OAG) issues a certificate of no objection in response to the Licensee’s request regarding the establishment of the Hampton University precinct’s polling place (the “Commencement Date”), and shall then continue for a period of five (5) years from the Commencement Date (the

“Initial Term”). Licensee shall provide notice to Licensor upon the OAG’s issuance of the certificate of no objection and the Commencement Date shall be set forth in a Certificate of License Agreement Commencement, in a form as generally provided in Exhibit B, executed between the Parties.

Such Initial Term shall automatically renew for one-year extensions (the “Renewal Term(s)”) unless (a) Licensor provides written notice to Licensee of its intent not to renew the Agreement at least one hundred and eighty (180) days prior to the expiration of the then current Initial or Renewal Term or (b) Licensee provides written notice to Licensor of its intent to terminate the Agreement, which shall be evidenced by providing a copy of an adopted ordinance of the City Council of the City of Hampton, Virginia to establish a different polling place location, within ten (10) days of such action by City Council.

4. The Licensee shall use the Licensed Area as a polling place for each election held in the City of Hampton. Licensee is authorized to use and occupy the Licensed Area, and shall have exclusive use of the Licensed Area, on dates scheduled for primary, general, and special elections, including, but not limited to, the following, from the hours of 4:30 AM to 10:00 PM:

- a. The general election held on the first Tuesday in November each year;
- b. The dates of any primary election as set by the Virginia State Board of Elections;
- c. The date of any special election ordered by any court or otherwise scheduled in accordance with applicable law; and
- d. The date of any election or referendum ordered by any Court, or Legislative Body of the United States, or the Commonwealth of Virginia.

5. Further, the Licensee shall use a portion of the Licensed Area for the receipt and storage of such furniture, equipment, and supplies as may be necessary to establish and operate a polling place for those elections identified in Paragraph 3. Licensee is authorized to use and occupy such storage area, and shall have exclusive use of such storage area, on the following dates:

- a. The Friday immediately preceding each election day, beginning at 8:30 AM through the start of election day, approximately 4:30 AM; and
- b. Beginning at the end of election day, approximately 10:00 PM, through 12:00 PM of the Wednesday immediately following each election day.

6. Licensee shall use the Licensed Area solely as a polling place wherein the public may enter upon the Licensed Area and vote; and such campaign signs and activities as permitted by Virginia Code § 24.2-310(E) may be conducted by the public. Licensee shall have the right to remove any political sign, banner, literature, or other political paraphernalia located within the polling place and within the Prohibited Area as defined by Virginia Code § 24.2-310(E).

7. Licensor shall comply with the requirements of applicable building codes materially affecting health and safety. Licensor shall ensure that the Licensed Area is equipped with sanitary facilities, proper electrical current, fixtures, and outlets necessary for use of voting machines. All utilities shall be maintained in Licensor’s name and shall be the responsibility of Licensor.

8. Licensor agrees that the Licensed Area shall be in full compliance with the Virginians with Disabilities Act, Americans with Disabilities Act, Voting Accessibility for the Elderly and

Handicapped Act, and shall adhere to all statutory and regulatory restrictions related to polling places in accordance with the Code of Virginia; including but not limited to accessibility considerations for the Licensed Area as identified by the Virginia Department of Elections in resources located on its website: <https://www.elections.virginia.gov/formswarehouse/accessibility/>, as such may be updated. In the event the Licensed Area fails to be in compliance with any such requirements, the Licensee shall immediately give written notice to the Licensor of the noncompliance and thereafter the Licensor shall take the necessary steps to rectify and/or remedy those defects which cause the Licensed Area to fail to be in compliance.

9. Licensee is self-insured as a municipal corporation and shall maintain adequate liability insurance throughout the Initial Term and any Renewal Term(s), at its expense, (i) Commercial Comprehensive General Liability Insurance against any and all liability arising out of the use, occupancy or maintenance of the Licensed Area and all areas appurtenant thereto, to afford protection with limits, for each occurrence of not less than one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate, (ii) worker's compensation with amounts required by law, and (iii) property insurance or self-insurance equivalent covering all of Licensee's personal property in and about the Licensed Area. Licensor shall be responsible, at its sole cost and expense, for maintaining property insurance on the Licensed Area (excluding Licensee's personal property), including coverage for fire and other customary perils, written at full replacement cost value. Such insurance shall be maintained throughout the Initial Term and any Renewal Term(s), and shall not be the responsibility of Licensee.

10. Licensee agrees that upon making use of the Licensed Area, Licensee shall leave the Licensed Area in as good a condition as Licensee found it, normal wear and tear excepted.

11. Licensee shall not assign the Agreement or sub-let the Licensed Area or any portion thereof.

12. Licensor may not terminate this Agreement within one hundred eighty (180) days of any election date, for any reason, unless such termination is due to an emergency, as defined in Virginia Code § 24.2-310(D), which makes the Licensed Area unusable or inaccessible. In the event of such an emergency, Licensor shall notify Licensee immediately so that an alternate polling place can be established in accordance with Virginia Code.

13. In the event that either Party fails or is unable to comply with any terms of this Agreement, the Parties shall work together to identify an appropriate and timely cure. In the event of a breach by Licensee in which the Parties cannot identify an appropriate and timely cure, the Licensor may give written notice of its intent to terminate the Agreement; however, in no event may such termination be effective within one hundred eighty (180) days of an election.

14. A notice, communication, or request under this Agreement by the Licensor to Licensee or by the Licensee to Licensor shall be sufficiently given or delivered if dispatched by either (a) certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight delivery service (next business day service), or (c) hand-delivery (if receipt is evidenced by a signature of the addressee or authorized agent), with an additional copy transmitted by electronic mail; all such notices addressed to the applicable parties as follows:

As to the Licensor: Hampton University
Attn: Vice President for Student Success and Enrollment Management
200 William R. Harvey Way
Hampton, Virginia 23668
barbara.inman@hamptonu.edu

Copy to: Hampton University
Attn: Vice President and General Counsel
200 William R. Harvey Way
Hampton, Virginia 23668
faye.lucas@hamptonu.edu

As to Licensee: Voter Registrar's Office
Attn: Registrar
101 Kings Way
Hampton, Virginia 23669
tmorgan@hampton.gov

Copy to: City Attorney's Office
Attn: City Attorney
8th Floor City Hall
22 Lincoln Street
Hampton, Virginia 23669
courtney.sydnor@hampton.gov

Any notice, communication, or request so sent shall be deemed to have been "given" (a) as of the next business day after being sent, if sent by nationally recognized express mail service, (b) as of the fifth business day after being sent, if sent by Registered or Certified U.S. Mail or (c) upon receipt, if sent by hand delivery. Either party may change its address for notice purposes by giving notice thereof to the other parties, except that such change of address notice shall not be deemed to have been given until actually received by the addressee thereof.

General, day-to-day communications between the Parties may be accomplished via electronic mail.

15. The Agreement is not effective until all actions required by Virginia Code to establish the Hampton University precinct and polling place have been completed. This Agreement becomes null and void if such actions are not completed.

16. This Agreement shall be binding upon the parties, their personal representatives, heirs, successors, and assigns. This Agreement shall be governed by Virginia law. Any provision of this Agreement that is prohibited by, or unlawful, or unenforceable under Virginia law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of the Agreement. This written Agreement represents the parties full and complete understanding; there are no other agreements, either written or oral. This Agreement may be modified or altered only by a writing signed by both Parties.

[SIGNATURES ON THE FOLLOWING PAGE.]

Witness the following signatures and seals:


HAMPTON UNIVERSITY

By:  (SEAL)
Robert Pompey
SVP for Business Operations and Finance

CITY OF HAMPTON, VIRGINIA

By: _____ (SEAL)
Mary B. Bunting
City Manager/Her Designee

Approved as to Form:


Deputy City Attorney

[END OF SIGNATURES.]

EXHIBIT A: LICENSED AREA



EXHIBIT B:
FORM OF CERTIFICATE OF LICENSE AGREEMENT COMMENCEMENT

This Certificate of License Agreement Commencement, dated _____ 20__, is entered into by and between HAMPTON UNIVERSITY, as Licensors, and the CITY OF HAMPTON, VIRGINIA, as Licensee, the parties to a certain Polling Place License Agreement (the "Agreement") dated _____.

The undersigned Licensors and Licensee do hereby declare and confirm that the Initial Term of the Agreement shall commence on the ____ day of _____, 20__, the date on which the Virginia Office of the Attorney issued a certificate of no objection in response to the Licensee's request regarding the establishment of the Hampton University precinct's polling place. Expiration of the Initial Term, automatic renewals for Renewal Term(s), and all other provisions in the Agreement shall remain unchanged and in full force and effect.

Witness the following signatures and seals:

HAMPTON UNIVERSITY

By: _____(SEAL)

Robert Pompey
SVP for Business Operations and Finance

CITY OF HAMPTON, VIRGINIA

By: _____(SEAL)

Mary B. Bunting
City Manager/Her Designee

Approved as to Form:

Deputy City Attorney

[END OF SIGNATURES.]