M E M O R A N D U M

TO: Local Churches of the Eastern Pennsylvania Conference of The UMC

FROM: Matthew Morley, Conference Chancellor

DATE: May 15, 2020

RE: Polling Place Use Agreement

As discussed on the webinar on May 12, 2020, I have prepared a sample Polling Place Use Agreement. This is a sample only. Each local church should review in detail and carefully weigh the benefits and limitations of such Agreement. Given the diversity of churches within the Conference, I simply cannot guarantee that this addendum is appropriate for every situation.

Additionally, it is important to note that in my professional capacity as an Attorney, I represent the Eastern Pennsylvania Conference of the United Methodist Church. I do not represent any local church unless that local church has engaged me to represent them. Local churches should consider obtaining their own attorney. If your local church believes that they need an attorney to represent them, I can certainly discuss my firm’s availability to do so or provide a referral.

**Polling Place Use Agreement**

The novel coronavirus, COVID-19, has presented unique, unprecedented, and unforeseen challenges that require [LOCAL UMC CHURCH] (hereinafter, “Church”) and [Insert name of political subdivision] to reevaluate the terms and conditions of utilizing Church facilities as a polling place. In light of the foregoing, Church and [Insert name of political subdivision] hereby stipulate and agree as follows:

1. In consideration of items 2-7, below, [Insert name of political subdivision] shall be permitted to utilize Church facilities as a polling place, beginning with the 2020 Primary.
2. At all times, [Insert name of political subdivision]shall follow all CDC, State, Local and municipal health and safety guidelines to prevent exposure to COVID-19, including, but not limited to business closure orders, social distancing protocols, and cleaning protocols.
3. [Insert name of political subdivision] shall be responsible for ensuring that all CDC, State, Local and municipal health and safety procedures are followed, prior to, during and following [Insert name of political subdivision] activities on Church’s property.
4. [Insert name of political subdivision] shall, at its sole cost and expense, maintain insurance coverage with Church as an additional insured, in an amount not less than [insert appropriate amount] per occurrence, which shall cover all of [Insert name of political subdivision] activities on Church’s property. Such policy shall cover claims based on exposure to COVID-19.
5. [Insert name of political subdivision] shall indemnify, defend, and hold Church harmless from and against any and all claims, losses, costs, liabilities, damages, and expenses, including, without limitation, penalties, fines, and reasonable attorneys' fees, to the extent incurred in connection with or arising from the use or occupancy or manner of use or occupancy of Church Property or any injury or damage caused by [Insert name of political subdivision] or any person occupying the Church Property through [Insert name of political subdivision], whether or not such claims, losses, costs, liabilities, damages, and expenses are caused in part by Church.
6. In the event that Church and [Insert name of political subdivision] had a formal lease prior to the execution of this Agreement, no other provision of such lease shall be altered by this Agreement.
7. Nothing in Agreement shall prevent Church from revoking [Insert name of political subdivision]’s utilization of Church facilities as a polling place. It is merely intended to set the terms of such utilization as long as Church permits [Insert name of political subdivision] to utilize Church facilities.

IN WITNESS WHEREOF, Lessor and Lessee, intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver this Agreement.

  **[Insert name of political subdivision]**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Name]

 [Title]

 **[Local UMC Church]**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Name]

 [Title]