

STATE OF ALABAMA     )

COUNTY OF BALDWIN    )

**AGREEMENT**

WHEREAS, 3CIRCLE CHURCH, Ltd. (hereinafter referred to as “3CIRCLE CHURCH”) is a domestic limited partnership and owns and operates the property known as the 3CIRCLE CHURCH (hereinafter referred to as “3CIRCLE CHURCH”) located at 10274 Highway 104, in the unincorporated community of Fairhope, Alabama, within the confines of Baldwin County, Alabama; and

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as the “COMMISSION”) remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, in an effort to maintain a Voting (Polling) Place in Voting (Polling) Precinct No. 43, the COMMISSION seeks the utilization of the 3 CIRCLE CHURCH as the Voting (Polling) Place for Voting (Polling) Precinct No. 43; and

WHEREAS, the COMMISSION is authorized to establish Voting (Polling) Precincts and Voting (Polling) Places, for use in applicable elections, in accordance with §17-6-1, et seq., Code of Alabama 1975; and

WHEREAS, the COMMISSION has respectfully asked that the 3CIRCLE CHURCH be used as the Voting (Polling) Place for Voting (Polling) Precinct No. 43 in Baldwin County, Alabama, and recognizes that the provision, by the COMMISSION, of professional cleaning services and grounds-cleaning after each instance of voting and balloting will enable the utilization of the 3CIRCLE CHURCH as a Voting (Polling) Place which will benefit citizens in the affected area comprising Voting (Polling) Precinct No. 43 in their exercise of the electoral franchise.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereby, do AGREE as follows:

1. The 3CIRCLE CHURCH shall be utilized as a Voting (Polling) Place for Voting (Polling) Precinct No. 43 in Baldwin County, Alabama, which will benefit citizens in the affected area comprising Voting (Polling) Precinct No. 43 in their exercise of the electoral franchise.
2. The 3CIRCLE CHURCH, as a designated Voting (Polling) Place, shall ensure that the premises utilized for Voting (Polling) has a nondiscriminatory policy, and said premises shall be made available to the electorate of such Voting (Polling) Precinct, regardless of race, age, gender, religion, language or disability as protected by applicable state and / or federal law, in their exercise of the electoral franchise.

3. The COMMISSION shall provide the 3CIRCLE CHURCH with the following:

- i) Professional cleaning services after each of the dates in which such Voting (Polling) Place was utilized; and
- ii) Aesthetic and external grounds cleaning after each of the dates in which such Voting (Polling) Place was utilized.

4. The 3CIRCLE CHURCH represents and warrants to the COMMISSION that its premises at the 3CIRCLE CHURCH used for voting under this Agreement are reasonably safe and suitable for the purposes of this Agreement, and that, subject to said representation and warranty, the COMMISSION shall indemnify and hold the 3CIRCLE CHURCH harmless from any and all claims of whatsoever kind or character which may arise or be made and which are in any way related to or resulting from the 3CIRCLE CHURCH being utilized as a Voting (Polling) Place.

5. This Agreement represents the entire terms and conditions of the Agreement between the COMMISSION and the 3CIRCLE CHURCH, either express or implied. This Agreement can be amended only by written amendment executed by the COMMISSION and the 3CIRCLE CHURCH.

6. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in the 3CIRCLE CHURCH on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency relationship or any action that would create or imply that the 3CIRCLE CHURCH is an agent of the COMMISSION.

7. This Agreement shall be in effect for a period of thirty-six (36) months, or in a shorter time as determined by the COMMISSION, commencing June 19, 2025, and expiring June 19, 2028, and shall immediately become void upon the COMMISSION accomplishing any electoral changes which negate the utilization of the 3CIRCLE CHURCH as a Voting (Polling) Place as determined by the COMMISSION in its discretion. Notwithstanding the above, the 3CIRCLE CHURCH reserves the right to terminate this Agreement only upon written notice provided to the COMMISSION and after the expiration of one hundred and fifty (150) days, said notice provided to the Chairman of the Baldwin County Commission.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have affixed their hands and seals this date, as follows:

**BALDWIN COUNTY COMMISSION**

\_\_\_\_\_  
MATTHEW P. MCKENZIE

As Its: Chairman

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

ATTEST

\_\_\_\_\_  
ROGER H. RENDLEMAN

County Administrator

STATE OF ALABAMA                    )  
COUNTY OF BALDWIN                )

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that MATTHEW P. MCKENZIE, as Chairman of the Baldwin County Commission, whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Chairman of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_,  
2025.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

**3CIRCLE CHURCH**

\_\_\_\_\_

As Its:

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

STATE OF ALABAMA                    )  
COUNTY OF BALDWIN                )

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of 3Circle Church whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he/she, as such \_\_\_\_\_ of 3Circle Church, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said 3Circle Church.

GIVEN under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_