

STATE OF ALABAMA            )

COUNTY OF BALDWIN        )

**AGREEMENT**

WHEREAS, the NEW LIFE ASSEMBLY OF GOD, INCORPORATED (hereinafter referred to as “NEW LIFE ASSEMBLY OF GOD CHURCH”) is a religious institution located at 10424 U.S. Highway 31, Spanish Fort, 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. 7, the COMMISSION seeks the utilization of the NEW LIFE ASSEMBLY OF GOD CHURCH as the Voting (Polling) Place for Voting (Polling) Precinct No. 7; 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 NEW LIFE ASSEMBLY OF GOD CHURCH be used as the Voting (Polling) Place for Voting (Polling) Precinct No. 7 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 NEW LIFE ASSEMBLY OF GOD CHURCH as a Voting (Polling) Place which will benefit citizens in the affected area comprising Voting (Polling) Precinct No. 7 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 NEW LIFE ASSEMBLY OF GOD CHURCH shall be utilized as a Voting (Polling) Place for Voting (Polling) Precinct No. 7 in Baldwin County, Alabama, which will benefit citizens in the affected area comprising Voting (Polling) Precinct No. 7 in their exercise of the electoral franchise.
2. The NEW LIFE ASSEMBLY OF GOD 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 NEW LIFE ASSEMBLY OF GOD 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 NEW LIFE ASSEMBLY OF GOD CHURCH represents and warrants to the COMMISSION that its premises 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 NEW LIFE ASSEMBLY OF GOD 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 NEW LIFE ASSEMBLY OF GOD 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 NEW LIFE ASSEMBLY OF GOD CHURCH, either express or implied. This Agreement can be amended only by written amendment executed by the COMMISSION and the NEW LIFE ASSEMBLY OF GOD CHURCH.
- 6. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in the NEW LIFE ASSEMBLY OF GOD 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 NEW LIFE ASSEMBLY OF GOD 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 July 17, 2018, and expiring July 16, 2021, and shall immediately become void upon the COMMISSION accomplishing any electoral changes which negate the utilization of the NEW LIFE ASSEMBLY OF GOD CHURCH as a Voting (Polling) Place as determined by the COMMISSION in its discretion. Notwithstanding the above, the NEW LIFE ASSEMBLY OF GOD 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**

\_\_\_\_\_  
FRANK BURT, JR.

As Its: Chairman

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 FRANK BURT, JR., 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 \_\_\_\_\_, 2018.

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

**NEW LIFE ASSEMBLY OF GOD, INCORPORATED**

\_\_\_\_\_  
FERRON L. SMITH  
As Its: President and Senior Pastor  
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 FERRON L. SMITH, as President and Senior Pastor of the New Life Assembly of God, Incorporated, 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 President and Senior Pastor of the New Life Assembly of God, Incorporated, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said President and Senior Pastor of the New Life Assembly of God, Incorporated.

GIVEN under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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