



SANTA BARBARA COUNTY REGISTRAR OF VOTERS

Joseph E. Holland, County Clerk-
Recorder-Assessor & Registrar of Voters

BALLOT DROP BOX FACILITY LICENSE/USE AGREEMENT

Name of Facility:			
Facility Physical Address:			
Location/Area to be utilized for Ballot Drop Box:			
Facility Owner:			
Facility Mailing Address:			
Facility City/Zip:			
Facility Primary Contact Name:			
Facility Primary Contact Phone:		Fax:	
Facility Primary Contact E-mail:			
Emergency Contact Name:			
Emergency Contact Phone:			

This Agreement ("Agreement") is entered into this ____ day of _____, 2020
between the County of Santa Barbara ("County") and

_____ ("Facility"), and
provides County with license and access to and usage of the specified Ballot Drop Box Location, upon
the following terms and conditions:

For the November 3, 2020, Presidential General Election voting period the Ballot Drop Box Location will
be open to the public as follows:

Voting Period: Monday, October 5, 2020, every day through and including Tuesday, November 3, 2020.

Voting Hours: 24 hours a day, October 5, 2020 through and including Monday, November 2, 2020;

12:00 am to 8:00 pm (or until last voter in line at 8:00 pm has deposited ballot) on
Tuesday, November 3, 2020 (Election Day).

Facility acknowledges that the specified Ballot Drop Box Location, the Facility's Parking and the
pathway(s) to and from said Ballot Drop Box Location will be used for the public purpose of voting in
said election and as such Facility agrees to comply with all federal, state and local laws governing said
election. This includes the prohibition against any payment or valuable consideration made or accepted
for voting, such as "grub for stub" and other prohibited acts (52 USCS § 10307, California Elections Code
Division 18, Chapter 6).



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1. Ballot Drop Box Delivery and Pick-Up

Facility shall provide County access to the Facility and specified Ballot Drop Box Location for up to fourteen (14) days prior to the first day of the Voting Period listed above, and during the Voting Period and Voting Hours listed.

Ballot Drop Box shall be retrieved by County no later than fourteen (14) days after the last day of the Voting Period (Election Day).

Delivery and pick-up of County's Ballot Drop Box shall occur during the Facility's business hours, which are: _____; or at such time pre-arranged and agreed to between County and Facility.

2. Facility Requirements During Voting Period/Voting Hours

Facility agrees to allow County to secure ballot drop box by bolting pedestal legs to concrete or pavement. County will fill holes created by bolts upon removal of Ballot Drop Box. If drop box is to be installed in soil, County will dig four (4) post holes, fill with concrete and secure box within concrete. The concrete will be removed and the post holes restored to normal once box is removed. Additional access for Accessibility Survey, and coordination for the delivery of the Ballot Drop box by County may be required and Facility shall cooperate with County's requests for such additional access.

Exterior Lighting (if available) in the area of the Ballot Drop Box shall remain on during hours of darkness.

Facility will contact County at 805-696-8957 or at the number listed on the Ballot Drop Box, in the event the box has been defaced, someone is loitering near the box, or electioneering is occurring near the box for over a reasonable amount of time it would take someone to deposit their ballot in the ballot drop box.

Information on Electioneering: No person shall disseminate visible or audible information that advocates for or against any candidate or measure on the ballot or loiter near a Ballot Drop Box Location. Prohibited electioneering information includes, but is not limited to, any of the following: a display of a candidate's name, likeness, or logo; a display of a ballot measure's number, title, subject, or logo; buttons, hats, pencils, pens, shirts, signs, or stickers containing electioneering information.

3. Additional Information

Facility shall not unilaterally cancel or terminate this Agreement. Facility shall not change or relocate the agreed upon Ballot Drop Box Location outside of an event of a natural disaster or unforeseen



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building structural damage. County may terminate this agreement at any time for any reason, and not use the Facility.

4. Terms and Conditions

No alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the parties, and nor oral understanding or agreement not incorporated herein shall be binding on either of the parties.

5. Governing Law

Venue for any action arising out of or relating to this agreement shall be in Santa Barbara County, California. This Agreement shall be governed by the laws of the State of California.

6. Authority

Facility represents and warrants that the individual executing this Agreement on behalf of the Facility is duly authorized to execute and deliver this Agreement, and that this Agreement is binding upon the Facility in accordance with its terms.

7. Entire Agreement

This Agreement constitutes the entire agreement between the County of Santa Barbara and Facility with respect to the subject matter hereof, and supersedes all prior agreements, including all attachments herein, whether oral or written, negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever, unless expressly referenced in this Agreement.



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AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

Facility Owner/Agent:

COUNTY:

COUNTY OF SANTA BARBARA

By: _____

By: _____

Name: _____

Janette Pell, Director

General Services Department

Title: _____

(On behalf of the Santa Barbara County Board of

Supervisors pursuant to County Code Chapter 12A-11)