



Madison County Board of Elections

5707 US 25-70 HWY Suite E Room 16

P. O. Box 142

Marshall, North Carolina 28753

Phone (828) 649-3731 Email: madison.boe@madisoncountync.gov Fax (828) 6490187

Jerry R. Wallin, Chair
Ray Lewis, Secretary
Dyatt F. Smathers, Member
Sandra L. Tolley, Member
D. Brian Ball, Member

Jacob Ray, Director of Elections
Elisabeth Madorin, Deputy Director

Primary Election: Tuesday, May 17, 2022

Second Primary Election (if necessary): Tuesday, July 26, 2022

General Election: Tuesday, November 8, 2022

1. This agreement made and entered into between Madison County Board of Education (hereinafter called the lessor) and Madison County Board of Elections (hereinafter called the lessee) and includes all 2022 Elections reference above.
2. The lessor agrees to allow the following facilities/buildings/rooms (hereinafter referred to as “premises”) to be used by the lessee as voting places: Hot Springs Elementary School (Library) 63 N Serpentine Ave, Hot Springs, NC 28743, NC 28753; Madison Early College High School (Wellness Center Gymnasium) 5734 US 25-70 Hwy, Marshall, NC 28753; Madison Middle School (Cafeteria) 95 Upper Brush Creek Road, Marshall, NC 28753; and Mars Hill Elementary School (Gymnasium) 200 School House Lane, Mars Hill, NC 28754.
3. The use shall include parking that is necessary for the effective use of the premises as voting places. The use shall also include the use of any part of the premises that is needed to allow curbside voting and accessibility for disabled voters or voters with special needs.
4. It is understood that the premises to be used as voting places are supported in whole or part by tax revenues and that by operation of G.S. 163-129, the lessee has the right to demand and use such premises. The use of the premises as voting places shall continue indefinitely until mutual agreement between the lessor and lessee provide otherwise.
5. The lessor agrees to provide on-premises furnishings to the lessee for use during voting.
6. The lessee may install a single telephone or communication line for its use only. All costs of installation and service are the responsibility of the lessee.
7. The lessee shall make available on-premises restroom or break room facilities as needed by poll workers.

8. The lessee shall attempt (where possible) to make available on-premises restroom facilities to the voters.
9. The lessee will leave the restroom and break room facilities in as good and clean a condition as they were prior to use.
10. The lessor further agrees to have the premises open for use prior to the election as needed for setup, on Election Day itself, and the day following the election for removal of equipment by the lessee. Election equipment needed to conduct the election will be delivered by the lessee's delivery service to the premises used before the election at a time coordinated with the lessor. All such equipment will be removed no later than the next business day following the election. Access may be provided otherwise by mutual consent, including, but not limited to, the providing of key(s) and/or access codes on terms and conditions agreed to by the parties. Further, the election staff shall put back in place any furnishings within the premises that were moved to accommodate use of the facility as a polling place. The lessee will leave the premises in as good and clean a condition as they were prior to use.
11. The lessee and election staff will ensure that all election materials resulting from such election related activity are removed from the outside of the premises prior to leaving on Election Day. The lessee will further inform all candidates of the need to remove campaign items located at the premises after the election.
12. The lessor and lessee pledge to work with one another in a cooperative fashion and to keep each other fully and promptly informed of developments that might adversely affect the use of the premises as a voting place. The parties shall endeavor to reach mutual agreements that will allow the normal functions of the premises to continue if possible, during use by the lessee, but with the understanding that the lessee's voting place use must not be unreasonably hindered.

LESSEE – MADISON COUNTY BOARD OF ELECTIONS

LESSEE – MADISON COUNTY BOARD OF EDUCATION