

POLLING STATION STANDARD LEASE

*(Tariff of Fees Regulation - Elections Act)
(General Regulation - Municipal Elections Act)*



C 02 807

(2024-01-08)

BETWEEN

1. The Chief Electoral Officer of New Brunswick, acting through their authorized representative, the Returning Officer (Tenant):

Returning Officer:

Electoral District or Region
(Number and name):

AND

2. Landlord
(or authorized representative)

3. LANDLORD'S PAYMENT ADDRESS INFORMATION

Name of rent payment
recipient:

Mailing address:

Community:

Postal Code:

4. DETAILS OF PREMISES BEING LEASED

Name of facility:

Room(s) within facility:

Civic address:

Community:

Postal Code:

Facility Contact Person:

Contact Telephone Number:

Contact Email Address:

5. DATES OF LEASE AND LEASE PAYMENTS (Check all that apply:)

Note to Returning Officer: Obtain current rates from *P 02 811, Provincial Election Fees and Rates of Pay*, or *M 02 811, Local Government Elections Fees And Rates Of Pay*.

<input type="checkbox"/>	Advance Polling Station Cluster:		
	Rental Date(s) and Time(s):		
	Number of Tabulation Machines:		x \$ /machine /day
	Total Payment:		= \$

<input type="checkbox"/>	Ordinary Polling Station Cluster:		
	Rental Date and Time(s):		
	Number of Polling Divisions:		x \$ / PD
	Total Payment:		= \$

<input type="checkbox"/>	Additional Poll:		
	Rental Date(s) and Time(s):		
	Total Payment:		= \$

<i>Landlord Initials</i>	<i>Tenant Initials</i>

6. DETAILS OF LEASE

1. The Landlord leases to the Tenant the premises described in section 4 (“Premises”) for the dates and hours set out in section 5 (“Term”).
2. The Tenant must pay the rent described in section 5 (“Total Rent”) to the Landlord or its representative as identified in section 4 in respect of this lease and be sent to the address of the Landlord or its representative indicated in section 4 within 60 days of the last date of rental set out in section 5.
3. The Landlord must not restrict access to the Premises to the Tenant, their employees, agent or contractors during the Term and must provide quiet enjoyment of the Premises to the Tenant.
4. The Landlord acknowledges and agrees that the Premises will be used as a polling place during an electoral event, and the public must be given free and unrestricted access to the Premises during the Term.
5. The Landlord must provide the Premises in a neat, clean, and broom-swept condition to the Tenant.
6. The Landlord must provide heat, lights, and powered receptacles in the Premises to the Tenant’s satisfaction during the Term. The Landlord must assume the cost associated with providing this lighting, heating and power.
7. At the end of the lease, the Tenant must return the Premises to the Landlord in the condition in which they were on the first day of the Term, ordinary wear and tear excepted.
8. The Landlord has the obligation to ensure that the entrance/exit to the Premises, and access to and from the building within which the Premises are located to the nearest street, are unrestricted, unhindered, and unobstructed at all times during the Term.
9. The Landlord must provide the number of tables and chairs required by the Tenant. The Landlord must assume the cost associated with providing those tables and chairs.
10. The Landlord acknowledges and agrees that the Tenant has the authority, at its own expense, to use its own security services at the Premises at any time during the Term.
11. The Landlord acknowledges and agrees that the Tenant, acting reasonably, may remove from the Premises, or the building in which the Premises are located, any material of a partisan political nature. The Tenant will not be liable for any damage, however caused, resulting from that removal.
12. If the electoral event scheduled for the Term is cancelled or postponed, this lease is immediately terminated. The parties mutually agree to release each other from all claims and demands arising out of the early termination of the lease as a result of the postponement or cancellation. However, the Tenant will pay to the Landlord the rent in accordance with clause 2 of this section.
13. During the Term, the Landlord must maintain the necessary property and liability insurance in a reasonable amount and with the reasonable deductibles as would be carried by a prudent owner of reasonably similar premises.

14. The Tenant and the Landlord may execute separate counterparts of this lease. Both counterparts taken together constitute one valid and binding agreement. A counterpart may be delivered by facsimile or portable document format (PDF). A copy of an executed counterpart will be as valid as an originally executed counterpart.

15. Upon signature of the lease, the Landlord must provide to the Tenant the contact information of an individual, indicated in section 4, who is available at all times during the Term and is able to assist the Tenant in person if there is any problem with the Premises, its installations or its accessibility, including with any access provided for under this lease.

16. This lease constitutes the entire and only agreement between the parties and supersedes all previous negotiations, communications, and other agreements, whether written or oral, unless they are incorporated by reference in this lease. There are no terms, covenants, representations, statements, or conditions binding on the parties other than those contained in this lease.

7. SIGNATURES

The Chief Electoral Officer of New Brunswick, acting through their authorized representative, the Returning Officer (Tenant):

(Signature)

(Date)

Landlord (or authorized representative):

(Signature)

(Date)

Date that the signed lease is received by the Tenant:

(Date)