



## **CANDIDATE WELCOME PACKET**

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Dear Candidate:

Congratulations on your decision to seek public office in the Republican Primary Election to be held on March 1, 2022.

The contents of this packet are designed to give you helpful information that we think will make your filing and campaigning a little easier.

Now that you have filed the notarized application for a place on the ballot and the required filing fee or nominating petitions appropriate for the office for which you are filing, there are some additional documents included in this packet that you might find useful.

As County Chair I am available by appointment. You may reach me at 713-838-7900 or by email at [Chair@harriscountygop.com](mailto:Chair@harriscountygop.com). Do not hesitate to contact me with any questions that you may have, including questions about the contents of this packet.

Good luck with your campaign and we look forward to seeing you at many of our Party events!

Warm Republican regards,

*Cynthia Siegel*

Cindy Siegel, Chairman

Harris County Republican Party



## Acknowledgement of Receipt of Candidate Filing Packet

I hereby declare that I have received a Candidate Filing Packet  
from Cindy Siegel, Chairman of the  
Harris County Republican Party.

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Candidate's Printed Name

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Candidate's Signature

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Office Sought

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Date Packet Received



# Candidate Contact Information Form

Please Print Clearly

Full Name: \_\_\_\_\_

Office Sought: \_\_\_\_\_ Place/District: \_\_\_\_\_

Incumbent: Yes  No

Facebook: \_\_\_\_\_

Twitter: \_\_\_\_\_

Campaign Website: \_\_\_\_\_

Campaign Address: \_\_\_\_\_

Campaign City: \_\_\_\_\_ Campaign Zip: \_\_\_\_\_

## Information below for Internal Use Only

<b>Personal Phone:</b>	_____
<b>Personal Email Address:</b>	_____
<b>Campaign Phone:</b>	_____
<b>Campaign Email:</b>	_____

### Please Return Completed Form To:

**Cindy Siegel**, Chairman **Harris**

County Republican Party



## FAQS ABOUT THE CANDIDATE PLATFORM REVIEW

**Q: Is the Platform Review required to be completed by a candidate in order to allow them to apply for candidacy?**

A: The Platform Review is NOT required by state law or the Republican Party to file for a place on the ballot.

**Q: Which candidates should not complete the Platform Review?**

A: Judicial candidates should not be asked to complete the review. By completing the Platform Review, a judicial candidate would be in violation of the code of judicial conduct and possibly recused from any case regarding a plank on the Platform. County Judges and JPs are not considered judicial candidates for the purpose of completing this review.

**Q: After a candidate completes the Platform Review, who do they submit it to?**

A: A completed Platform Review is submitted to the same authority to which their candidate application was submitted. A candidate running for an office that is contained entirely within one county submits the completed Platform Review to their County Chair.

**Q: How long is a candidate's completed Platform Review made available upon request?**

A: A candidate's completed Platform Review shall be made available by the appropriate party official for one year from the date of filing at reproduction costs to any person requesting such.

**Q: Where can the most current copy of the Party Platform be found?**

A: The Party Platform can be found on RPT's website under "About the Party" at [www.TexasGOP.org](http://www.TexasGOP.org).

**Q: Should a candidate read the Party Platform?**

A: Yes!

**Q: Can the county party post the responses to the Platform Review on their website?**

A: Yes. Make sure what you do for one candidate or race, you do for all.

**Q: When will the next revision of the Party Platform be available on the RPT website?**

A: The SREC shall have a new platform available within two months after the adoption of the Texas Republican Party Platform by the RPT Convention Delegates.

To: All County Republican Candidates  
From: County Chairs  
Date: September 1, 2021  
Subject: Complying with Rule No. 43 of the Republican Party of Texas



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When a candidate files to run for office, they will be encouraged to read the State Republican Party Platform which can be found on RPT's website at [www.TexasGOP.org](http://www.TexasGOP.org) under the section "About". Additionally, they will be given a Platform Review, which asks candidates if they agree, disagree or are undecided on core Republican principles. Candidates are asked to affirm that they have read the State Republican Party Platform. All responses obtained locally will be kept on file at the County Republican Headquarters.

It is understood that Judicial Candidates will not be able to complete the Platform Review on the core Republican principles. You are, however, encouraged to read the platform and sign the affirmation stating that you have done so. Should you have any questions, comments or concerns, please feel free to visit with me.

Rule No. 43 was approved by the Delegates at the 2016 Republican Convention. The rule is intended to address grassroots frustration with candidates and officeholders who run under our Party banner yet lack an understanding of Republican Principles.

#### **Rule No. 43 – Candidate Platform Review**

Each candidate running as a Republican for any public office on any ballot in the State of Texas shall be provided a copy of the Platform of the Republican Party of Texas. The Republican Party of Texas shall make an electronic copy of the Platform available to each candidate upon request. The County or State Chairman shall distribute a copy of the Platform to each candidate along with all other candidate application papers. Each candidate, except a candidate for judicial office, may indicate for each bullet point item of the Party Principles included in the Preamble of the Platform, whether the candidate agrees, disagrees, or is undecided, as to each item, with comments if desired. The County or State Chairman shall also request that each non-judicial candidate read the entire Platform and choose at least ten (10) line items from the Platform that the candidate strongly supports. The SREC shall also have the newest Platform available to the candidates within two (2) months after its adoption by the State Convention. All candidates for non-judicial offices should file the completed Platform Review containing the candidate's responses at the time of filing for office. Candidates' responses shall be collected and recorded by the Republican Party of Texas and published on the Party's website prior to the primary. A copy of the candidates' responses filed with a County Chairman shall be forwarded to the State Chairman within ten (10) days of receipt. At the discretion of the Officials Committee of the SREC, a candidate's response may be excluded from or edited prior to posting to the website of the Republican Party of Texas.

#### **Rule No. 43A**

The Platform Committee of the biennial State Convention shall prepare a list of no less than ten (10) and no more than twenty (20) principles included in the Preamble of the Platform of the Republican Party of Texas which clearly defines the Party's values, with the knowledge and purpose that they be used to identify candidate values as stated in Rule No. 43. A candidate must return the candidate's completed Platform Review and the completed Candidate Resource Committee (CRC) funding application to be eligible to receive funds from the CRC of the SREC.



# CANDIDATE PLATFORM REVIEW

This form is **NOT** required by state law to file for a place on the ballot.  
A full version of the RPT Platform can be found at [www.TexasGOP.org](http://www.TexasGOP.org)

## Rule No. 43 – Candidate Platform Review

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### PRINCIPLES

- |  |                                |                                   |                                    |
|--|--------------------------------|-----------------------------------|------------------------------------|
| 1. “The laws of nature and nature’s God,” and we support the strict adherence to the original language and intent of the Declaration of Independence and the Constitutions of the United States and Texas. | <input type="checkbox"/> Agree | <input type="checkbox"/> Disagree | <input type="checkbox"/> Undecided |
| 2. The sanctity of human life, created in the image of God, which should be protected from fertilization to natural death.   | <input type="checkbox"/> Agree | <input type="checkbox"/> Disagree | <input type="checkbox"/> Undecided |
| 3. Preserving American and Texas Sovereignty and Freedom.  | <input type="checkbox"/> Agree | <input type="checkbox"/> Disagree | <input type="checkbox"/> Undecided |
| 4. Limiting government power to those items enumerated in the U.S. and Texas Constitutions.  | <input type="checkbox"/> Agree | <input type="checkbox"/> Disagree | <input type="checkbox"/> Undecided |
| 5. Preserving American and Texas sovereignty and freedom.  | <input type="checkbox"/> Agree | <input type="checkbox"/> Disagree | <input type="checkbox"/> Undecided |
| 6. Limiting government power to those items enumerated in the United States and Texas Constitutions.   | <input type="checkbox"/> Agree | <input type="checkbox"/> Disagree | <input type="checkbox"/> Undecided |
| 7. Personal accountability and responsibility.   | <input type="checkbox"/> Agree | <input type="checkbox"/> Disagree | <input type="checkbox"/> Undecided |
| 8. Self-sufficient families, founded on the traditional marriage of a natural man and a natural woman.   | <input type="checkbox"/> Agree | <input type="checkbox"/> Disagree | <input type="checkbox"/> Undecided |

Paid for by the Harris County Republican Party and not authorized by any candidate or candidate’s committee.

*Not a required primary election document.*



# CANDIDATE PLATFORM REVIEW

This form is **NOT** required by state law to file for a place on the ballot.  
A full version of the RPT Platform can be found at [www.TexasGOP.org](http://www.TexasGOP.org)

- 9. Having an educated population, with parents having the freedom of choice for the education of their children.  Agree  Disagree  Undecided
- 10. The inalienable right of all people to defend themselves and their property.  Agree  Disagree  Undecided
- 11. A free enterprise society unencumbered by government interference or subsidies.  Agree  Disagree  Undecided
- 12. Honoring all those that serve and protect our freedom.  Agree  Disagree  Undecided

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## PLATFORM REVIEW

Please list at least ten line items from the Party Platform that you strongly support:

- |          |           |
|----------|-----------|
| 1. _____ | 6. _____  |
| 2. _____ | 7. _____  |
| 3. _____ | 8. _____  |
| 4. _____ | 9. _____  |
| 5. _____ | 10. _____ |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**PLEASE RETURN COMPLETED FORM TO:**

**County Chairman: Cindy Siegel  
Harris County Republican Party**



## Important 2022 Election Dates

**March 1, 2022 - Primary Election**

*These dates are subject to changes from the 2021 legislative session.*

First day to file for a place on the Primary ballot for precinct chair candidates.	Tuesday, September 14, 2021
First day to file for all other candidates for offices that are regularly scheduled to be on the Primary ballot; first day for independent candidates to file declaration of intent	Saturday, November 13, 2021
Filing deadline for candidates; filing deadline for independent candidates to file declaration of intent.	Monday, December 13, 2021 at 6:00 PM
First day to apply for a ballot by mail using Application for a Ballot by Mail (ABBM) or Federal Post Card Application (FPCA).	Saturday, January 1, 2022* *First day to file does not move because of New Year's Day holiday. An "Annual ABBM" or FPCA for a January or February 2022 election may be filed earlier, but not earlier than the 60th day before the date of the January or February election.
Last Day to Register to Vote	Monday, January 31, 2022
First Day of Early Voting	Monday, February 14, 2022
Last Day to Apply for Ballot by Mail ( <b>Received, not</b> Postmarked)	Friday, February 18, 2022
Last Day of Early Voting	Friday, February 25, 2022
Last day to Receive Ballot by Mail	Tuesday, March 1, 2022 (Election Day) at 7:00 p.m. if carrier envelope is <b>not</b> postmarked, <b>OR</b> Thursday, March 3, 2022 (next business day* after Election Day) at 5:00 p.m. if carrier envelope is postmarked by 7:00 p.m. at the location of the election on Election Day (unless overseas or military voter deadlines apply) <sup>§</sup>

### Primary Runoff Election - Tuesday, May 24, 2022

First day to apply for a ballot by mail using Application for a Ballot by Mail (ABBM) or Federal Post Card Application (FPCA)	Saturday, January 1, 2022* *First day to file does not move because of New Year's Day holiday. An "Annual ABBM" or FPCA for a January or February 2022 election may be filed earlier, but not earlier than the 60th day before the date of the January or February election.
Last Day to Register to Vote	Monday, April 25, 2022
Last Day to Apply by Mail ( <b>Received, not</b> Postmarked)	Friday, May 13, 2022
First Day of Early Voting	Monday, May 16, 2022
Last Day of Early Voting	Friday, May 20, 2022
Last Day to Receive Ballot by Mail	Tuesday, May 24, 2022 (Election Day) at 7:00 p.m. if carrier envelope is <b>not</b> postmarked, <b>OR</b> Wednesday, May 25, 2022 (next business day after Election Day) at 5:00 p.m. if carrier envelope is postmarked by 7:00 p.m. at the location of the election on Election Day (unless overseas or military voter deadlines apply) <sup>§</sup>

## Helpful Contact Info for Candidates

<p><b>County Chairman</b> Cindy Siegel 8588 Katy Freeway, Suite 445 Houston, TX 77024 832-865-5765 <a href="mailto:Chair@harriscountygop.com">Chair@harriscountygop.com</a></p>	<p><b>Texas Secretary of State (Elections Division)</b> <u>Mailing Address:</u> Elections Division Secretary of State PO Box 12060 Austin, Texas 78711-2060 Phone: 512-463-5650 Toll free: 800-252-VOTE (8683) Fax: 512-475-2811 Hours: 8am – 5pm, Mon – Fri <a href="http://www.sos.state.tx.us/">http://www.sos.state.tx.us/</a></p>
<p><b>Harris County Elections Office</b> 1001 Preston Houston, TX 77002 713-755-6965 <a href="http://harrisvotes.com">harrisvotes.com</a></p>	<p><b>Texas Ethics Commission</b> <u>Physical Address:</u> 201 East 14th St., 10th Floor Austin, Texas 78701 <u>Mailing Address:</u> P. O. Box 12070 Austin, Texas 78711-2070 Phone: 512-463-5800 TDD: 800-735-2989 Fax: 512-463-5777 Hours: 8am – 5pm, Mon – Fri <a href="http://www.ethics.state.tx.us/">http://www.ethics.state.tx.us/</a></p>
<p><b>Harris County Republican Headquarters</b> 8588 Katy Freeway Houston, TX 77024 413-838-7900 <a href="http://harriscountygop.com">harriscountygop.com</a> <a href="mailto:info@harriscountygop.com">info@harriscountygop.com</a></p>	<p><b>Republican Party of Texas</b> PO Box 2206 Austin, Texas 78768 Phone: 512-477-9821 Fax: 512-480-0709 Hours: 9:00am – 5:00 pm, Mon – Fri <a href="http://www.texasgop.org/">http://www.texasgop.org/</a></p>
<p><b>2020 Primary Elections Administrator</b> 8588 Katy Freeway, Suite 445 281-225-1144 <a href="mailto:primary@harriscountygop.com">primary@harriscountygop.com</a></p>	<p><b>Federal Election Commission</b> <u>Mailing Address:</u> 999 E. Street, NW Washington, DC 20463 Phone: 202-694-1000 Toll free: 800-424-9530 TTY: 202-219-3336 <a href="http://www.fec.gov/">http://www.fec.gov/</a></p>



## INSTRUCTIONS FOR GOP DATA CENTER ACCESS REQUEST

1. Please write clearly.
2. You must provide an email address in order to be granted access.
3. Your Legal Name; the same name listed on your voter registration card.
4. To expedite processing of your request, ensure that your information is readable, complete, and correct.
5. Please submit completed forms to the Republican Party of Texas (RPT) by email at [gopdata@texasgop.org](mailto:gopdata@texasgop.org)
6. Once access is granted, you will receive an automatically generated email from GOP Data Center containing your access information.
7. Check your spam and junk folders because often the email with your access information is sent there.

### **Special Instructions for Candidates and Campaign Staff**

1. All candidates must complete and submit the campaign agreement and the individual user agreement.
2. For candidates and campaign staff, specify on the individual user agreement:
  - The candidate's name
  - Office sought
  - Any distinguishing numbers, such as District, Place, etc.
3. If the district for the office sought isn't specified, and it covers a multi-county area, you will only be granted access to your home county.
4. Candidates and campaign staff are not required to have their individual user agreement approved by an SREC member or County Chair.



# Republican Party of Texas GOP Data Center Access Request Form 2021



(PLEASE PRINT LEGIBLY AND COMPLETE ALL FIELDS)

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

Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Voter Certificate Number (VUID): \_\_\_\_\_

E-mail address: \_\_\_\_\_

Title / Office Held (check all that apply):

- SREC                       County Chair                       Party Officer  
 Candidate/Campaign    Volunteer                       Precinct Chair (Pct # \_\_\_\_\_)

Party / Organization / Campaign: \_\_\_\_\_

Reason for Access: \_\_\_\_\_

**Previous Voter Vault Authorized User?**    YES    NO

If YES, Previous Voter Vault Username: \_\_\_\_\_

(If NO, you may be notified of an in-kind contribution for your access to the GOP Data Center for reporting purposes)

County: \_\_\_\_\_

Phone: \_\_\_\_\_

Allow for five to seven business days for processing of this application. Ineligible applications may be delayed or rejected.

## ACCESS WILL NOT BE GRANTED WITHOUT THIS FORM AND A SIGNED USER AGREEMENT FORM.

Mail, fax, or email this completed form and the signed user agreement to:

**P.O. Box 2206 Austin, TX 78768    512-480-0709 (Fax) [gopdata@texasgop.org](mailto:gopdata@texasgop.org) (Email)**

### TEXAS VOTER FILE USER AGREEMENT

In order to gain access to the voter registration and other information contained in the GOP Data Center, you must affirmatively accept these terms by signing at the bottom of the page to indicate your understanding of and agreement to the terms under which access to GOP Data Center is granted.

This Texas Voter File User Agreement (the "Agreement") is entered into by and between the Republican Party of Texas ("RPT"), the Republican National Committee ("RNC"), and the undersigned user ("User").

In consideration of the mutual promises and agreements contained in this Agreement, including without limitation, the recitals set forth above, the value and sufficiency of which are hereby acknowledged, the parties additionally agree as follows:

1. Non-Exclusive Access – User will be given non-exclusive access via the Internet to the portion of the Voter File deemed appropriate in the sole discretion of the RPT and RNC (the applicable portion of the Voter File will be referred to as the "File" hereafter) for the limited use set forth in this Agreement.
2. Denial of Access – User understands that RPT may deny access to the File. Denial of access may occur due to: past Democrat primary voting history; User has no justifiable reason for accessing the File; User uses the File to assist the Democrat Party or its candidate(s); User fraudulently updates information in the File; User access to the File would be a violation of federal, state, or local statute; and any other legitimate reasons the RPT finds which may conflict with the law or the operating rules/bylaws of the organization.
3. Limited Use – User agrees that he will use the File and use any information extracted from the File exclusively for political purposes for or on behalf of User's local party/organization/campaign/entity. User acknowledges that each and every individual within a local party/organization/campaign/entity that is given access to the File must agree to this Texas Voter File User Agreement. Immediately after the authorized usage, all information derived from the File shall be completely destroyed and/or erased from all storage devices upon which it resides. User agrees to avoid any action that may impair the RPT's or the RNC's ownership rights in the File and its related information. User agrees that use of the File or any information contained therein is limited to the duration of this Agreement. Further, User shall not disclose, transfer, duplicate, reproduce, or retain information contained in the File in any form or manner, nor permit any employee, agent, contractor or third party to do so, except in those computer processing activities necessary to obtain the information in a usable form for the authorized use of the File as set forth in this Paragraph 2. **Under no circumstances will User make or permit any commercial usage of the File or information contained therein.**

4. Username and Password – RPT will provide User with one username and password for access to the File. **User shall not share his username and password with any other individual or entity.** User also agrees to immediately advise the RPT if User has reason to believe that his username and password have been obtained by any other individual, organization, or entity.
5. No Assignment – User shall not assign this Agreement.
6. Legal Compliance – User understands that any data acquired from a state, county or local government in connection with the construction or maintenance of a statewide registered voter file are, when in their original governmental entity-supplied format, considered to be public data, and the use thereof is subject to the laws and regulations of the originating state and/or county or local governmental entity. User shall be exclusively responsible for complying with the laws and regulations of the United States, the State of Texas, and all relevant localities, with respect to his use of any and all data incorporated into the File. Further, User is responsible for any and all use of the File or the information contained therein as well as any other activity related to use of the File obtained or conducted using his username.
7. Monitoring of Access - User understands that the File is monitored to deter improper and unauthorized use by a combination of methods, including, without limitation, activity reports, access times, access locations, as well as the insertion of planted and/or varied names and addresses. Such allows tracing the use of the File to a given User.
8. Term – User agrees that access to the File is granted as a temporary privilege granted by the RPT or the RNC and may be revoked at any time by the grantor. User also understands that access to the File will be terminated no later than thirty (30) days after the User’s eligibility expires. Public and party officers shall retain access to the File while he/she is in office. Candidates shall retain access to the File while he/she is a candidate.
9. NO WARRANTIES OR LIABILITY – RPT AND RNC makes no warranties, whether express or implied, or representations of any kind, regarding the accuracy or completeness of information contained in the File. User agrees that neither the RPT nor the RNC, nor either’s representatives shall have any liability to him or his representatives resulting from the provision or use of the information. In no event shall RPT or RNC be liable for any indirect, special, incidental, consequential (including without limitation damages for loss of profits, business interruption, loss of data or other pecuniary damages) or punitive damages whether under tort, contract, strict liability, statute or otherwise.
10. HOLD HARMLESS – USER WILL HOLD HARMLESS AND FULLY INDEMNIFY RPT AND/OR RNC IN THE EVENT ANY THIRD PARTY OR THIRD PARTY REPRESENTATIVE AT ANY TIME IN THE FUTURE MAKES ANY CLAIM(S) AGAINST RPT AND/OR RNC ARISING OUT OF THE ACTIONS/INACTION OF USER RELATED TO THE FILE.
11. Confidentiality – User acknowledges and agrees that the Voter File, the File, the format and manner in which it is accessed and manipulated, and the resulting information obtained therefrom, is confidential and proprietary and shall be held in strict confidence and shall not be disclosed or used except as set forth in this Agreement. User agrees to use best efforts to protect such confidential and proprietary information.
12. Remedies – User acknowledges and agrees that, in the event of any breach of this Agreement, the RPT and the RNC would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, it is agreed that, in addition to any other remedy to which it may be entitled at law or in equity, the RPT and RNC shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to prevent breaches or threatened breaches of this Agreement and/or to compel specific performance of this Agreement, and that neither User nor his representatives will oppose the granting of such relief. User also agrees to reimburse the RPT and RNC for all costs and expenses, including attorneys’ fees, incurred by the RPT and RNC in attempting to enforce the obligations of User or of his representatives hereunder. RPT and RNC do not intend that any remedy given to it under this Agreement be exclusive, but each shall be cumulative and in addition to any other remedy RPT and RNC have by virtue of this Agreement or otherwise available to it at law or in equity.
13. Waiver – No waiver of any default of this Agreement constitutes a waiver of any prior or subsequent breach of the same, or any prior, concurrent, or subsequent default or breach of any other provision of this Agreement, and no waiver is effective unless made in writing and signed by RPT or RNC.
14. Governing Law – This Agreement shall be governed by, construed, and enforced in accordance with and subject to the internal laws of the State of Texas, without regard to its conflicts of law principles, and venue for any dispute arising out of or concerning this Agreement shall be proper only in Travis or Williamson County, Texas.
15. Severability – If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
16. Survival - Paragraphs 6, 9, 10, 11, 12, 14, and 15 will survive termination or expiration of this Agreement.
17. Entirety – This Agreement, including any attachments, is intended by the parties to be the final, complete and exclusive embodiment of their agreement about the matters covered in this Agreement, and no prior stipulation, agreement or understanding of the parties or agents is valid or enforceable. This Agreement may not be altered, amended, or changed in any way except by a written instrument executed by both parties. In the event of a conflict between this Agreement and any attachment, this Agreement will control.

**If you are in agreement with all of the terms and conditions stated herein, please execute the following User on behalf of Self & Campaign/Organization**

**BY**  
**(SIGNATURE):** \_\_\_\_\_

**NAME (PRINT):**  
 \_\_\_\_\_

In order to expedite the application process, have your local State Republican Executive Committee (SREC) member or Republican County Chair approve your application prior to submitting it to the Republican Party of Texas.

<b>FOR USE BY SREC AND COUNTY CHAIRMAN ONLY</b>	
I certify that the person listed above is a Republican candidate, party officer, precinct chairman, or volunteer and should be granted access to the GOP Data Center system.	
_____	_____
Signature	Title
_____	_____
Printed Name	Date





REPUBLICAN PARTY OF TEXAS

P.O. Box 2206  
Austin, TX 78768  
Phone: 512.477.9821  
Fax: 512.480.0709  
www.texasGOP.org

## GOP DATA CENTER ACCESS AGREEMENT

This GOP Data Center Access Agreement ("Agreement") is entered into as of the latest date on the signature page hereto by and between the Republican Party of Texas with offices located at 211 E 7th Street, Suite 915, Austin, TX 78701 ("STATE PARTY"), and the (insert name of campaign)

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with principal offices located at (insert address)

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("CAMPAIGN").

Whereas, the STATE PARTY has licensed computer software designed for building and maintaining a registered voter file and for providing access to said registered voter file over the Internet; and

Whereas, CAMPAIGN will provide enhancements to said registered voter file and provide such enhancements back to the STATE PARTY;

Now, therefore, for the mutual consideration set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

### 1. Services to be Performed.

- a. For purposes of this Agreement, the term "State Voter File" shall refer to the voter file of the State, including, without limitation, the list of registered voters, any related demographic or personal information, vote history, research or survey results, and any and all other information, in each and every field, whether provided by the STATE PARTY or CAMPAIGN, and contained in or appended to the voter file and/or incorporated into the GOP Data Center application.
- b. STATE PARTY Services. The STATE PARTY will use its best efforts to provide access to the CAMPAIGN, throughout the term of this Agreement, to the State Voter File over the Internet using the GOP Data Center Software. The STATE PARTY will participate in the process of updating and enhancing the State Voter File as is necessary and appropriate, and as mutually agreed.
- c. CAMPAIGN Services. CAMPAIGN will update and enhance the State Voter File via the Internet or another mutually agreeable method. Such updates and enhancements will be provided to the STATE PARTY at mutually agreeable times and in mutually agreeable formats.
- d. There are no monetary fees associated with the services rendered pursuant to this Section 1, provided such services are within the mutually agreed upon file update schedule. The actions taken by the parties in this section shall be a mutual exchange of equal value to the parties.
- e. The STATE PARTY reserves the right to provide an appropriately limited jurisdictional subset of the State Voter File to the CAMPAIGN per the needs of the CAMPAIGN as determined by the STATE PARTY.

## **2. Legal Compliance.**

- a. All files, lists, or other data that are acquired from a state, county or local government in connection with the construction of a statewide voter file, when in their original governmental entity-supplied format, are considered to be public data, and the use thereof is subject to the laws and regulations of the originating state and/or county or local governmental entity.
- b. CAMPAIGN shall be exclusively responsible for complying with the laws and regulations of the United States, and all relevant states and localities, regarding its use of any and all data incorporated into GOP Data Center.
- c. The STATE PARTY shall be exclusively responsible for complying with the laws and regulations of the United States, and all relevant states and relevant localities, regarding its use of any and all data incorporated into GOP Data Center.
- d. The STATE PARTY shall be exclusively responsible for complying with all relevant laws and regulations regarding the posting of voter data on the Internet.

## **3. Permissible GOP Data Center Usage.**

It is understood and agreed that the information contained in GOP Data Center may be used for any legal purpose that may reasonably be categorized as both non-commercial and political. Under no circumstance shall any information incorporated into GOP Data Center be used for a commercial purpose.

If any user is discovered to have made any modification or addition to the data with malicious intent or with knowledge that such modification was false, the STATE PARTY and CAMPAIGN each reserve the right to immediately suspend or terminate access for that user.

GOP Data Center may only be used for the benefit of a Republican Candidate for Office or a candidate seeking office who is Republican.

## **4. Ownership.**

- a. Ownership of Data. CAMPAIGN and STATE PARTY agree that the State Voter File and all lists and information contained therein, including any miscellaneous data collected by CAMPAIGN to update the State Voter File, is and shall remain the property of the Republican Party of Texas.
- b. The STATE PARTY and CAMPAIGN may create Private Fields. Private Fields must consist solely of data not at the time contained in the State Voter File. Private Fields must consist solely of data that is not essential to the basic functioning and utility of the State Voter File. An example of permissible Private Field includes but is not limited to data points gathered in contested primaries of which candidates desire such data to be kept from his/her opponent. Private Fields will be permitted to be used by CAMPAIGN and the STATE PARTY and will only be accessible to other campaigns or users upon express mutual consent.

## **5. Access by Authorized Users.**

- a. STATE PARTY, acting through an authorized employee, shall be responsible for granting individual GOP Data Center access by means of assigning log-on names and passwords.
- b. The STATE PARTY shall not provide any individual with a password except pursuant to the STATE PARTY's own use policy and standards, and shall maintain accurate records of all

Authorized Users to whom passwords have been provided. The STATE PARTY shall inform all of its Authorized Users that passwords are not to be shared with any other individual and that passwords may only be distributed by the STATE PARTY.

- c. The STATE PARTY reserves the right to revoke or otherwise block access to GOP Data Center with respect to any user at any time.

## **6. Confidentiality.**

Both the STATE PARTY and CAMPAIGN acknowledge that GOP Data Center and the State Voter File contain proprietary and confidential information and technology. No information regarding GOP Data Center or the State Voter File, or the STATE PARTY's or CAMPAIGN's use of either, shall be disclosed to any third party, except as provided in this Agreement. Each party agrees to use reasonable measures and efforts to provide protection for all such confidential information. This confidentiality provision shall not inhibit either party to this Agreement from providing access to the State Voter File or GOP Data Center, provided such access is granted according to the terms and conditions set forth herein. Additionally, this confidentiality provision shall not apply to information that is public knowledge prior to its disclosure by a party hereto. Each party hereto acknowledges and agrees that the other party will suffer irreparable injury and shall be entitled to injunctive relief upon such breach of this confidentiality provision in addition to any other remedy to which it may be entitled, either in law or in equity, without the necessity of posting bond or other security and a party may disclose confidential information as necessary in any action or proceeding to enforce the terms of this Agreement, and may disclose confidential information if and to the extent such disclosure is required by any applicable laws, lawful process, or judicial order.

## **7. Limitations of Liability.**

- a. **Exclusive Remedy.** The rights and remedies granted to CAMPAIGN under this Agreement constitute CAMPAIGN's sole and exclusive remedy against the STATE PARTY, its officers, agents and employees for breach of warranty, express or implied, or for any default whatsoever relating to the condition of the work or the STATE PARTY's duties to provide services. Nothing in this section shall be construed to allow CAMPAIGN to seek a judgment under this Agreement that reaches the assets of STATE PARTY's officers, agents, or employees.
- b. The members, officers, employees, and agents of the Republican Party of Texas (RPI), as well as the members of the State Republican Executive Committee of the RPT, shall not be held personally liable for any debt, liability of obligation of the RPT. All persons, corporations or other entities extending credit to, contracting with, or having any claim against the RPT, may look only to the funds and property of the RPT for payment of any such contract or claim or for the payment of any debt, damages, judgment or decree or any money that may otherwise become due or payable to them from the RPT. It is understood that the RPT will not be responsible for the payment of, or withholding of personnel-related federal, state, and/or local taxes, payroll taxes, Social Security taxes, health insurance, unemployment insurance, and any other similar personnel costs in connection with the agreement.

## **8. Term and Termination.**

- a. **Term.** This Agreement shall be effective upon execution and shall continue in full force and effect until June 1, 2022 unless otherwise terminated in accordance with Section 8(b).
- b. **Termination.** This Agreement may be terminated pursuant to the following:



I. CAMPAIGN may terminate this Agreement if the STATE PARTY materially fails to perform or comply with this Agreement or any provision hereof; and

II. The STATE PARTY may terminate this Agreement at any time in its sole discretion.

**9. Survival.**

Paragraphs 4, 6, and 7 shall survive any termination or expiration of this Agreement.

**10. Controlling Law and Venue.**

This Agreement shall be construed in accordance with, and controlled by the laws of, the State of Texas (the "State") as they apply to contracts performed entirely within the State, without regard to principles of conflicts of laws. The parties agree to jurisdiction and venue in the State.

**11. Attorneys' Fees.**

In any litigation arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and other expenses.

**12. Entire Agreement.**

This Agreement does not constitute an offer by either party and it will not be effective until signed by both parties. Upon execution by both parties, this Agreement will constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall supersede all prior or contemporaneous agreements, discussions, or representations, whether oral or written, with respect to the subject matter of this Agreement (including earlier versions of such subject matter). This Agreement shall not be modified except by a written addendum signed on behalf of CAMPAIGN and the STATE PARTY by their respective duly authorized representatives.

**13. Severability.**

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**14. Waiver.**

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

**15. Section Headings.**

The section headings used in this Agreement are intended for convenience only and shall not be deemed to supersede or modify any provisions.

**16. Counterparts and Facsimile.**

This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall together constitute a single instrument. This Agreement may be executed via facsimile or email with pdf attachments, which signature shall be deemed legal and binding as original signatures hereto.

**17. Authority.**

CAMPAIGN and the STATE PARTY represent and warrant that they are duly authorized to enter into this Agreement. The undersigned warrant that they have the authority to bind the parties.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on their behalf by their respective, duly authorized, proper signatories.

**For the CAMPAIGN:**

**For the STATE PARTY:**

\_\_\_\_\_

Signature



Brandon Moore - Executive Director

\_\_\_\_\_

Print Name & Title

July 1, 2021

\_\_\_\_\_

Date

# **POLITICAL ADVERTISING**

## **What You Need to Know**



The Texas Election Code requires certain disclosures and notices on political advertising. The law also prohibits certain types of misrepresentation in political advertising and campaign communications. This brochure explains what you need to know to insure that your political advertising and campaign communications comply with the law.

If you are not sure what the law requires, do the cautious thing. Use the political advertising disclosure statement whenever you think it might be necessary, and do not use any possibly misleading information in political advertising or a campaign communication. If you are using political advertising or campaign communications from a prior campaign, you should check to see if the law has changed since that campaign.

Candidates for federal office should check with the Federal Election Commission at (800) 424-9530 for information on federal political advertising laws.

**NOTICE:** This guide is intended only as a general overview of the disclosure statements that must appear on political advertising as required under [Chapter 255 of the Election Code](#), which is distinct from political reporting requirements under [Chapter 254 of the Election Code](#).

**Texas Ethics Commission**  
**P.O. Box 12070**  
**Austin, Texas 78711-2070**

**(512) 463-5800**

**TDD (800) 735-2989**

**Visit us at *www.ethics.state.tx.us*.**

Revised July 16, 2019

## REQUIRED DISCLOSURE ON POLITICAL ADVERTISING

### I. What Is Political Advertising?

The disclosure statement and notice requirements discussed in this section apply to “political advertising.” In the law, “political advertising” is a specifically defined term. Do not confuse this special term with your own common-sense understanding of advertising.

To figure out if a communication is political advertising, you must look at what it says and where it appears. If a communication fits in one of the categories listed in Part A (below) and if it fits in one of the categories listed in Part B (below), it is political advertising.

#### Part A. What Does It Say?

1. Political advertising includes communications supporting or opposing a candidate for nomination or election to either a public office or an office of a political party (including county and precinct chairs).
2. Political advertising includes communications supporting or opposing an officeholder, a political party, or a measure (a ballot proposition).

#### Part B. Where Does It Appear?

1. Political advertising includes communications that appear in pamphlets, circulars, fliers, billboards or other signs, bumper stickers, or similar forms of written communication.
2. Political advertising includes communications that are published in newspapers, magazines, or other periodicals in return for consideration.
3. Political advertising includes communications that are broadcast by radio or television in return for consideration.
4. Political advertising includes communications that appear on an Internet website.

### II. When Is a Disclosure Statement Required?

The law provides that political advertising that contains express advocacy is required to include a disclosure statement. The person who causes the political advertising to be published, distributed, or broadcast is responsible for including the disclosure statement.

The law does not define the term “express advocacy.” However, the law does provide that political advertising is deemed to contain express advocacy if it is authorized by a candidate, an agent of a candidate, or a political committee filing campaign finance reports. Therefore, a disclosure statement is required any time a candidate, a candidate’s agent, or a political committee authorizes political advertising.

The precise language of political advertising authorized by someone other than a candidate, the candidate's agent, or a political committee will determine if the advertising contains express advocacy and is therefore required to include a disclosure statement. Generally, the question is whether the communication expressly advocates the election or defeat of an identified candidate, or expressly advocates the passage or defeat of a measure, such as a bond election. The inclusion of words such as "vote for," "elect," "support," "defeat," "reject," or "Smith for Senate" would clearly constitute express advocacy, but express advocacy is not limited to communications that use those words. Similar phrases, such as "Cast your ballot for X," would also constitute express advocacy. Additionally, in 2007, the United States Supreme Court held that an advertisement included express advocacy or its functional equivalent "if the ad is susceptible to no reasonable interpretation other than as an appeal to vote for or against a specific candidate." *FEC v. Wis. Right to Life, Inc.*, 551 U.S. 449 (2007). It is a question of fact whether a particular communication constitutes express advocacy. If you are not sure whether political advertising contains express advocacy, do the cautious thing and include the disclosure statement. That way, there is no need to worry about whether you have violated the law.

Remember: The concept of "express advocacy" is relevant in determining whether political advertising is required to include a disclosure statement. However, the political advertising laws governing the right-of-way notice, misrepresentation, and use of public funds by political subdivisions will apply to political advertising regardless of whether the advertising contains express advocacy.

### **III. What Should the Disclosure Statement Say?**

A disclosure statement must include the following:

1. the words "political advertising" or a recognizable abbreviation such as "pol. adv."; and
2. the full name of one of the following: (a) the person who paid for the political advertising; (b) the political committee authorizing the political advertising; or (c) the candidate or specific-purpose committee supporting the candidate, if the political advertising is authorized by the candidate.

The disclosure statement must appear on the face of the political advertising or be clearly spoken if the political advertising is audio only and does not include written text.

The advertising should not be attributed to entities such as "Committee to Elect John Doe" unless a specific-purpose committee named "Committee to Elect John Doe" has filed a campaign treasurer appointment with the Ethics Commission or a local filing authority.

### **IV. Are There Any Exceptions to the Disclosure Statement Requirement?**

The following types of political advertising do not need the disclosure statement:

1. t-shirts, balloons, buttons, emery boards, hats, lapel stickers, small magnets, pencils, pens, pins, wooden nickels, candy wrappers, and similar materials;
2. invitations or tickets to political fundraising events or to events held to establish support for a candidate or officeholder;

3. an envelope that is used to transmit political advertising, provided that the political advertising in the envelope includes the disclosure statement;
4. circulars or fliers that cost in the aggregate less than \$500 to publish and distribute;
5. political advertising printed on letterhead stationery, if the letterhead includes the name of one of the following: (a) the person who paid for the advertising, (b) the political committee authorizing the advertising, or, (c) the candidate or specific-purpose committee supporting the candidate, if the political advertising is authorized by the candidate. (Note: There is also an exception for holiday greeting cards sent by an officeholder, provided that the officeholder's name and address appear on the card or the envelope.)
6. postings or re-postings on an Internet website if the person posting or re-posting is not an officeholder, candidate, or political committee and did not make an expenditure exceeding \$100 in a reporting period for political advertising beyond the basic cost of hardware messaging software and bandwidth;
7. an Internet social media profile webpage of a candidate or officeholder, if the webpage clearly and conspicuously displays the full name of the candidate or officeholder; and
8. postings or re-postings on an Internet website if the advertising is posted with a link to a publicly viewable Internet webpage that either contains the disclosure statement or is an Internet social media profile webpage of a candidate or officeholder that clearly and conspicuously displays the candidate's or officeholder's full name.

#### **V. What Should I Do If I Discover That My Political Advertising Does Not Contain a Disclosure Statement?**

The law prohibits a person from using, causing or permitting to be used, or continuing to use political advertising containing express advocacy if the person knows it does not include the disclosure statement. A person is presumed to know that the use is prohibited if the Texas Ethics Commission notifies the person in writing that the use is prohibited. If you receive notice from the Texas Ethics Commission that your political advertising does not comply with the law, you should stop using it immediately.

If you learn that a political advertising sign designed to be seen from the road does not contain a disclosure statement or contains an inaccurate disclosure statement, you should make a good faith attempt to remove or correct those signs that have been distributed. You are not required to attempt to recover other types of political advertising that have been distributed with a missing or inaccurate disclosure statement.

#### **VI. The Fair Campaign Practices Act.**

The [Fair Campaign Practices Act](#) sets out basic rules of decency, honesty, and fair play to be followed by candidates and political committees during a campaign. A candidate or political committee may choose to subscribe to the voluntary code by signing a copy of the code and filing it with the authority with whom the candidate or committee is required to file its campaign

treasurer appointment. A person subscribing to the code may indicate that fact on political advertising by including the following or a substantially similar statement:

**(Name of the candidate or political committee, as appropriate) subscribes to the Code of Fair Campaign Practices.**

## **VII. Special Notice to Political Subdivisions and School Districts.**

You may not use public funds or resources for political advertising. Please see our “Publications and Guides” section of our website for more information.

## **ROAD SIGNS**

### **I. When Is the “Right-Of-Way” Notice Required?**

All written political advertising that is meant to be seen from a road must carry a “right-of-way” notice. It is a criminal offense to omit the “right-of-way” notice in the following circumstances:

1. if you enter into a contract or agreement to print or make written political advertising meant to be seen from a road; or
2. if you instruct another person to place the written political advertising meant to be seen from a road.

### **II. What Should the “Right-Of-Way” Notice Say?**

Section 259.001 of the Texas Election Code prescribes the exact language of the notice:

**NOTICE: IT IS A VIOLATION OF STATE LAW (CHAPTERS 392 AND 393, TRANSPORTATION CODE) TO PLACE THIS SIGN IN THE RIGHT-OF-WAY OF A HIGHWAY.**

### **III. Do Yard Signs Have to Have the “Right-Of-Way” Notice?**

Yes. The “right-of-way” notice requirement applies to signs meant to be seen from any road. The notice requirement assures that a person responsible for placing signs is aware of the restriction on placing the sign in the right-of-way of a highway.

### **IV. What About Bumper Stickers?**

Bumper stickers do not need the “right-of-way” notice. They do, however, need a political advertising disclosure statement.

### **V. Where May I Place My Signs and How Long May Signs Be Posted?**

For information about exactly where you may or may not place signs, or for information regarding the length of time your signs may be posted, check with your city or county government or your homeowner’s association. The Texas Ethics Commission does not have

jurisdiction over matters involving the location of signs, and the length of time that they may be posted.

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## MISREPRESENTATION

### I. Are There Restrictions on the Contents of Political Advertising?

Political advertising and campaign communications may not misrepresent a person’s identity or official title, nor may they misrepresent the true source of the advertising or communication. The election law does not address other types of misrepresentation in political advertising or campaign communications.

Note that the misrepresentation rules apply to both political advertising and campaign communications. “Campaign communication” is a broader term than “political advertising.”

A “campaign communication” means “a written or oral communication relating to a campaign for nomination or election to public office or office of a political party or to a campaign on a measure.”

### II. Misrepresentation of Office Title.

A candidate may not represent that he or she holds an office that he or she does not hold at the time of the representation. **If you are not the incumbent in the office you are seeking, you must make it clear that you are seeking election rather than reelection by using the word “for” to clarify that you don’t hold that office.** The word “for” must be at least one-half the type size as the name of the office and should appear immediately before the name of the office. For example, a non-incumbent may use the following formats:

**Vote John Doe  
for Attorney General**

**John Doe  
For  
Attorney General**

A non-incumbent may not be allowed to use the following verbiage:

**Elect John Doe  
Attorney General**

**John Doe  
Attorney General**



### **III. Misrepresentation of Identity or Source.**

A person violates the law if, with intent to injure a candidate or influence the result of an election, the person misrepresents the source of political advertising or a campaign communication or if the person misrepresents his or her own identity or the identity of his or her agent in political advertising or in a campaign communication. (If someone else is doing something for you, that person is your agent.) For example, you may not take out an ad in favor of your opponent that purports to be sponsored by a notoriously unpopular group.

### **IV. Use of State Seal.**

Only current officeholders may use the state seal in political advertising.

### **V. Criminal Offenses.**

Be aware that many violations of the Election Code are criminal offenses. For example, unlawfully using public funds for political advertising can be a Class A misdemeanor. So can misrepresenting one's identity or office title in political advertising. For more details on these offenses and political advertising in general, see [Chapter 255 of the Election Code](#).

# **TxDOT Rules for Posting Campaign Signs**

During campaign season, the landscape blooms with a special kind of flower - the political sign. Unlike wildflowers that are welcome anywhere, putting campaign signs on public lands is illegal. So before you plant that sign, learn the law and keep Texas beautiful.

## **You Need to Know**

- It is illegal to place any signs on or within the right of way. This includes posting signs on trees, telephone poles, traffic signs and other objects on the right of way.
- Campaign signs along Texas roads can be placed on private property with the owner's permission.
- Signs must be made of lightweight material and be no larger than 50 square feet.
- Campaign signs may be posted as early as 90 days before an election (no earlier) and must be removed within 10 days after the election.
- Before placing a sign inside of incorporated city limits, check with the city for applicable ordinances.

## **Sign Removal**

If you've placed your sign in the right of way or it's posing a traffic hazard, TxDOT will remove it without prior notice. All costs associated with sign removal will be paid by the sign owner.

## **Contact TxDOT**

For more information about the rules governing campaign signs, please call (512)416-2901.

<http://www.txdot.gov/inside-txdot/division/right-of-way/campaign-signs.html>

## Campaign Sign Ordinances

Area	Sign Out Before Election Day	Sign Removal After Election Day	Phone Number
Texas (TxDOT)	90 days (Rural Roads)	10 days (Rural Roads)	512-416-2901
Harris County (State Laws apply)	90 days (Rural Roads)	10 days (Rural Roads)	512-416-2901

**NOTE** – Make sure you refer to city and subdivision ordinances when putting out yard signs as they may differ from county and state laws.