

AUDITORIUM GUIDELINES FOR OUTSIDE USERS PEDERNALES ELECTRIC COOPERATIVE, INC.

Purpose:

The Pedernales Electric Cooperative, Inc. ("PEC") auditorium is used primarily for official PEC business. However, special provisions may be made for particular non-profit events, exhibits, or uses which enhance or add to the enrichment of the community and the membership.

The Auditorium Guidelines for Outside Users ("Auditorium Guidelines") serve to improve the scheduling process and to clarify information regarding usage of the facility.

Scope:

Use of the auditorium is a privilege and Users not cooperating or adhering to the Guidelines may be asked to leave or have their privileges revoked. PEC appreciates your cooperation in contributing to a welcoming, friendly, and positive environment. Users are expected to treat the facility with respect, act in a safe and responsible manner, and adhere to all guidelines and applicable PEC policies.

Users:

- Must have IRS non-profit status (either 501(c)(3) or 501(c)(4))
- Must be a PEC member or have a physical location within the PEC service area or in a community surrounded by the PEC service area

Procedures:

- When accepting a reservation, ask for a specific time that the organization will need access to the Auditorium, including set-up and clean-up by User
- Obtain name, member ID, phone number, e-mail, name of organization, evidence of IRS non-profit status and event name
- Use of the Auditorium requires execution of the Release, Waiver and Indemnity Agreement Form in advance of the event (offer copy of release form)
- If the User has never used the Auditorium, offer a tour, showing the entrance and exit, restrooms, wall switches for lights and restricted lobby area (point out the lobby's video cameras)
- Remind Users that the exterior door needs to be fully closed and locked after leaving the building

Guidelines:

- All reservations may be preempted at any time by use of the Auditorium for PEC business
- Auditorium is available for use only for non-profit events **during regular** business hours. Use of the Auditorium as a Blanco County Polling Location is allowed at other times based on availability and scheduling.
- Auditorium is **never** available for use by any for-profit organization
- Auditorium is **not** available for use on weekends
- Auditorium is **not** available for use the day prior to a Board Meeting
- Auditorium A/V equipment is **not** available for use by the public
- Use of the dais is prohibited
- PEC staff is **not** available to assist with any set-up, and the Auditorium shall always be returned to its pre-use condition/set-up
- Facility use is limited to the Auditorium and its restrooms

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- Entry to Auditorium is restricted to the lobby
- Access beyond the lobby area is prohibited (stress that the lobby has video monitoring)
- Any trash accumulated during Auditorium use shall be gathered and removed from PEC property
- No alcoholic beverages, drugs, tobacco, firearms, or weapons of any sorts are allowed on PEC premises

Users may be held liable for expenses related to loss, damage, or theft to the facility or equipment.

Member or Non-Profit Entity Name: _____
Member ID Number: _____

RELEASE, WAIVER AND INDEMNITY AGREEMENT

This Release, Waiver and Indemnity Agreement is executed by the undersigned (hereinafter referred to as the "User") for the benefit of Pedernales Electric Cooperative, Inc., its members, officers, directors, and its employees and agents (collectively, "PEC") and relates to the use of PEC Auditorium located at 201 S. Ave F, Johnson City, Texas and (the "Property").

RELEASE AND WAIVER: In consideration of the permission given by PEC, allowing use of the Property, on _____, 20____, by [_____] (Name or Non-Profit Entity Name), User and User's personal representatives, assigns, heirs, and next of kin, hereby releases, waives, covenants not to sue and discharges PEC from all liability for all loss or damage, and from every claim, demand, action or right of action, of whatsoever kind or nature, either at law or in equity, on account of injury to the person or property of, or resulting in death of, User while User is for any purpose participating in use of the Property, **WHETHER CAUSED BY THE NEGLIGENCE OF PEC OR OTHERWISE.**

INDEMNITY: User agrees to indemnify and hold harmless PEC from any and all loss, liability, damage or cost PEC may incur due to the use of the Property by User, **WHETHER CAUSED BY THE NEGLIGENCE OF PEC OR OTHERWISE.** User shall not permit unauthorized guests to access or use the Property. If User violates this prohibition, User shall indemnify and hold harmless PEC from any and all loss, liability, damage or cost PEC may incur due to the use of the Property, **WHETHER CAUSED BY THE NEGLIGENCE OF PEC OR OTHERWISE.**

GUIDELINES: User acknowledges it has received a copy of the Auditorium Guidelines and shall accept the terms of use of the Property provided therein.

User expressly agrees that this Release, Waiver, and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The terms of this Release, Waiver, and Indemnity Agreement are contractual and not mere recitals.

USER HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS, USER IS AWARE THAT THIS IS AN AGREEMENT FOR INDEMNIFICATION AND RELEASE OF LIABILITY IN FAVOR OF PEC. USER HAS SIGNED OF THEIR OWN FREE WILL. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS. VENUE FOR ENFORCEMENT OF THIS AGREEMENT SHALL BE IN BLANCO COUNTY, TEXAS.

By submitting this form, User is acknowledging and agreeing to all contents and conditions of this Release, Waiver, and Indemnity Agreement.

Signature: _____ Date: _____
Name: _____ Title: _____ (if applicable)