

## **PARKING LOT USE GUIDELINES FOR OUTSIDE USERS PEDERNALES ELECTRIC COOPERATIVE, INC.**

### **Purpose:**

The Pedernales Electric Cooperative, Inc. ("PEC") parking lots are 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 Parking Lot Guidelines for Outside Users ("Parking Lot Guidelines") serve to improve the scheduling process and to clarify information regarding usage of the facility.

### **Scope:**

Unless otherwise provided for through written agreement with PEC, use of the Parking Lot is a privilege and Users not cooperating or adhering to the Parking Lot 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:**

The following are required in order to be considered a User ("User") within these Parking Lot Guidelines:

- Must be a governmental entity or 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; and
- Users must obtain all necessary permits/licenses required for the events connected to the use of the parking lot(s)

### **Procedures:**

- When making a reservation, Users shall request specific times that they will need access to the Parking Lot(s), which should include set-up and clean-up time by User
- Users, when applicable, shall provide their name, member ID, phone number, e-mail, name of organization, evidence of IRS non-profit status and event name
- Use of the Parking Lot requires execution of the Release, Waiver and Indemnity Agreement Form in advance of the event (attached)
- If the User has never used the Parking Lot, a tour may be provided.

### **Guidelines:**

- All reservations may be preempted at any time by PEC for PEC business
- Parking Lot is **never** available for use by any for-profit organization
- Parking Lot is **not** available for use during normal PEC business hours
- PEC staff is **not** available to assist with any set-up, and the Parking Lot shall always be returned to its pre-use condition/set-up
- Any trash accumulated during Parking Lot use shall be gathered and removed from PEC property by User
- 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.**

## 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 Parking Lot 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, or User's invitees, 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, OR USER'S INVITEES, 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 Parking Lot 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)