

Subject: MEMBER USE OF <i>THE ECHOES OF THE EMPIRE</i>		Policy No: 26
Original issue: 02/22/02	Last Revised: 11/13/2020	Last Reviewed: 11/13/2020

I. OBJECTIVE

- A. Empire Electric Association, Inc. (EEA) produces a monthly newsletter titled the *Echoes of the Empire (Echoes)* for its members in the form of an insert in *Colorado Country Life* magazine. Requests are sometimes made to use the *Echoes* for a variety of reasons. The board of directors (“Board”) recognizes that in certain circumstances members would benefit from information produced and published from sources other than EEA.
- B. The purpose of this policy is to set forth terms and conditions for publication of member-produced information in the *Echoes*.

II. POLICY

- A. The general manager shall make the final determination on whether a member-produced information request will be published in the *Echoes*. For a request to be considered, the member shall comply with all requirements of this policy. EEA reserves the right to suspend publication of the information at any time.
- B. Member shall supply the following:
 - 1. Name, address, and telephone number of member.
 - 2. The purpose for the request.
 - 3. A sample of the information to be included in the *Echoes*.
 - 4. Date(s) desired for publication of the information.
- C. Requirements:
 - 1. Request must be from a non-profit source. No solicitations for funds are permitted.
 - 2. The information to be published must be camera-ready and can be formatted as a word document, pdf, or jpg. The information will be limited to a ¼ page panel per member. There is a per issue maximum of two ¼ page panels submitted by two separate members.
 - 3. The information must be educational in nature and must apply generally to a majority of EEA’s members.
 - 4. Information must be generated by the member and furnished by the date EEA sets. Generally, all documents, including the completed release mentioned in Section 8 below, must be submitted by the first Thursday of the month prior to the month it is to be published.
 - 5. A contact, other than EEA or an EEA employee, must be included and clearly shown in the information.
 - 6. Requests will be handled in the order they are received.
 - 7. A request may be published in up to three consecutive issues of the *Echoes*. If a member desires for the request to be published in additional issues, the member must reapply.

8. Before the document will be published in the *Echoes*, member shall agree to indemnify, release, and hold-harmless EEA from any and all liability that is associated with publication of the information and to indemnify EEA for any losses it might incur as a result of the publication. See Exhibit 1 for the Release for *Echoes* Information, which may be amended from time-to-time by EEA.
 9. The information must contain a disclaimer informing the readers that EEA did not produce the information and may or may not agree with the content.
- D. EEA may, for any reason, limit, modify, amend, edit, or otherwise change the information.

III. RESPONSIBILITY

- A. The Board shall be responsible for any change or revision of this policy.
- B. The general manager is responsible for administration of this policy and for making recommendations for changes.


	President's Signature	Date: 11/13/2020
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Exhibit 1

RELEASE for *ECHOES* INFORMATION

I, the undersigned, on behalf of myself and/or _____ (“Submitters”), have requested that Empire Electric Association, Inc. (“EEA”), publish material in the *Echoes* magazine called _____ (“Information”). Submitters agree that the Information is accurate and true to the best of Submitters’ knowledge. Submitters state that EEA did not produce the Information and may or may not agree with the content. Submitters do hereby release and agree to indemnify, defend, and hold harmless EEA from any and all liability that may arise as a result of publication of the Information. Submitters further indemnify and will defend EEA from any losses EEA may incur as a result of publicizing the Information, including but not limited to, payment of all reasonable attorneys’ fees and costs that EEA may incur. The term “EEA” shall include the Board of Directors, employees, agents, or counsel of EEA.

If Submitters decide that they no longer wish to have the Information published in the *Echoes*, I will provide EEA’s Member Engagement Manager a written notice of the election. The Information shall be removed from *Echoes* before the next publication deadline. I agree that, if I fail to provide notice to EEA prior to the publication deadline, the Information may not be removed.

I, the undersigned, represent that I have authorization to bind all Submitters to the terms of this Release.

Dated at Cortez, Colorado, this _____ day of _____,
Month and Year

Signature of person giving permission

WITNESS:
