

EMPIRE ELECTRIC ASSOCIATION, INC.
BOARD OF DIRECTORS
POLICY NO. 26

MEMBER USE OF THE *ECHOES OF THE EMPIRE*

I. OBJECTIVE

- A. The cooperative produces a monthly newsletter titled the *Echoes of the Empire* (“*Echoes*”) for its member-owners (“members”) in the form of an insert in *Colorado Country Life Magazine*. Requests are often made to use the *Echoes* for a variety of reasons. The board recognizes that under certain terms and conditions members would benefit from information produced and published from sources other than the cooperative.
- 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 board or general manager shall make the final determination on whether a member-produced information request (“request”) will be published in the *Echoes*. In order for a request to be considered the member shall comply with all requirements of this policy. The cooperative 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 the cooperative’s members.
 - 4. Information must be generated by the member and furnished by the date the cooperative sets. A camera-ready document must be submitted by the first Thursday of the previous month that it is to be published.
 - 5. A contact other than a cooperative employee must be included and clearly shown in the information.
 - 6. Requests will be handled in the order they are received.
 - 7. The cooperative will not commit to any requests over one year in length.
 - 8. Member must reapply every year.

9. Before the document will be published in the *Echoes*, member shall agree to indemnify, release and hold-harmless the cooperative from any and all liability that is associated with publication of the information and to indemnify the cooperative 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 time to time by the cooperative.
 10. The information must contain a disclaimer informing the readers that the cooperative did not produce the information and may or may not agree with the content.
- D. The cooperative 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 on necessary or required changes.

AUTHORITY:

Board Motion	02/22/02	[Original]
Board Motion	03/17/2006	[Amended]
Board Motion	04/18/2008	[Amended]
Board Motion	02/19/2010	[Amended]
Board Motion	01/11/2013	[Amended]
Board Motion	06/12/2015	[Amended]
Board Motion	05/11/2018	[no changes]

Exhibit 1

RELEASE for *ECHOES* INFORMATION

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

If Submitters decide that they no longer wish to have the Information published in the *Echoes*, I will provide Empire’s Member Services Manager a written notice of the election. The Information shall be removed from *Echoes* before the next publication deadline.

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:
