



Electric Cooperative, Inc.

BOARD OF TRUSTEES POLICIES

Subject: Annual Meeting Site Use Policy			Policy No.: 141
Original Issue: 01/25/2013	Last Revised: 01/25/2013	Last Reviewed: 01/25/2013	Page: 1 of 1

PURPOSE

To describe the conditions under which other groups can use the "El Rancho De La Luz" picnic area.

ACCOUNTABILITY

The General Manager and the Director of Operations are accountable for ensuring implementation of and adherence to this policy.

SCOPE

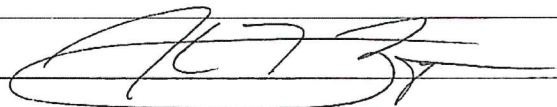
This policy addresses the use of the "El Rancho De La Luz" picnic area.

POLICY

The "El Rancho De La Luz" picnic area (not including the buildings) at the Annual Meeting Site in La Cueva, may, upon discretion of Management, be made available to member groups wishing to use it when not in use by the Jemez Mountains Electric Cooperative, Inc. In the event that breakage or damages are sustained to Cooperative property, the parties using the facilities will be held responsible for such expense. The rental fee schedule is as follows:

1. \$100.00 per day - Member/Private Groups
2. \$ 75.00 per day - Member/Non-Profit Organizations (e.g., schools, churches, etc.)
3. \$ 25.00 per day - Member/Senior Citizens

Groups using any of the facilities will agree in writing to hold the Cooperative harmless and to indemnify the Cooperative from any and all damages suffered as a result of, or incident to, such use. Users of the facilities will further agree, in writing, to leave the facilities and grounds in the same good condition as they were before use. The El Rancho De La Luz "Use" Agreement must be signed by the Lessee and the Cooperative prior to the use of the premises.

	Chairman of the Board	Date: <u>1/25/2013</u>
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Jemez Mountains Electric Cooperative, Inc.
El Rancho De La Luz "Use" Agreement

THIS AGREEMENT ("Agreement") made this ____ day of _____,

Between Jemez Mountains Electric Cooperative, Inc. (JMEC) and ____ (the "Lessee") of La Luz. The parties hereby agree as follows:

1. JMEC hereby grants the Lessee permission to use the picnic areas at El Rancho De La Luz (the "Premises") located at La Cueva, New Mexico. The Premises are made available for the use by Board of Trustees Policy 141.
2. The Premises will only be used for lawful purposes and such use will be in compliance with the applicable federal, state, and local laws. JMEC reserves the right to limit the number of people using the Premises for safety reasons and crowd and parking control. The lessee is responsible for the conduct of and behavior of the group using the Premises. JMEC reserves the right to require Lessee to provide security for crowd control if needed. All smoking, cooking, campfires, or barbecues must be done in designated areas using extreme care and caution. Suitable ash receptacles will be provided by Lessee and Lessee is responsible for making sure that all fires and ashes are "cold" out before vacating the Premises.
3. This Agreement will commence on ____ at ____ MST or MDT and will terminate, unless sooner terminated, at ____ on _____. Access to the Premises will be coordinated with Nathan Duran (505-692-4155) and Eli Gallegos (505-470-7613).
4. The fee for use of the picnic area only (i.e., excluding the buildings) is as follows per day or portion thereof, plus wages and direct overhead for supervision:
 - a. \$100.00 – Member / Private Groups
 - b. \$75.00 – Member / Non-Profit Organization (i.e., schools, churches, etc.)
 - c. \$25.00 – Member / Senior Citizens

The Lessee will pay to JMEC as a rental fee for the use of the Premises the sum of \$100.00 plus \$100.00 as a security deposit. This rental fee and security deposit in the amount of \$200.00 is payable in full on _____.

5. The Lessee agrees to procure, at its expense, and maintain throughout the event, a general liability insurance policy in an amount not less than \$1,000,000. Such insurance policy will be carried with companies licensed to do business in New Mexico. Lessee will deliver to JMEC a duly executed certificate of insurance naming JMEC as an additional insured, 30 days prior to occupying the Premises. JMEC will not at any time be liable for damage or injury to persons or property in or upon the Premises.

6. Lessee will indemnify, defend, and hold harmless JMEC, its Board of Trustees, officers, agents, employees, and members from and against any and all loss, cost, damage, penalties, fines arising out of any act or neglect by Lessee, its agents, employees, contractors, invitees, guests in, on, or about the Premises. This indemnity will survive the termination of this Agreement.
7. The Lessee agrees to accept the Premises in "as-is" condition.
8. The Lessee will not assign any interest in this Agreement or otherwise transfer any part thereof or permit the use of the Premises to any other party other than the Lessee.
9. If the Lessee fails to perform any part of this Agreement, JMEC may, and without further notice, terminate this Agreement and remove the Lessee or any other person or persons in occupancy from the Premises.
10. All food and beverage debris, decoration supplies, and other trash must be picked up, bagged, and removed from the Premises by the Lessee. The Premises will be left in clean and orderly condition. Failure to comply with this may result in the loss of the Security Deposit. If any damage occurs to the Premises as a result of Lessee's occupancy or if any repairs need to be made, Lessee will pay JMEC for any such damage or repairs upon demand by JMEC.
11. Lessees may cancel this Agreement at any time up to 30 days prior to the commencement date of the Agreement by providing written notice to JMEC. Upon 30 days written notification, prior to the event, Lessee is entitled to a refund of \$100.00 for the security deposit and refund of \$100.00 facility fee. If Lessee leaves the premises in a clean and orderly condition and no damage occurs to the JMEC facilities, Lessee is entitled to a refund of \$100.00 for the Security Deposit, only. JMEC in its sole discretion shall determine if the security deposit is refundable.
12. The laws of the State of New Mexico govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

JMEC:

LESSEE:

By: _____

By: _____