

REDWOOD COAST ENERGY AUTHORITY (RCEA)

Lending Library Program

TERMS AND CONDITIONS version 9/24/2024

- 1 ELIGIBILITY:** Eligibility to participate in the RCEA Lending Library Program is conditioned upon the following criteria:
 - a. The Applicant is an existing RCEA Community Choice Energy electricity customer with active electric service to the Service Agreement ID listed on the Lending Library Checkout Agreement (“Checkout Agreement”) and account is paid current as of the checkout date.
 - b. RCEA receives a completed and signed Checkout Agreement.
- 2 CHECKOUT AGREEMENT:** Applicant may call the RCEA office in advance to request the reservation of loaned items for a specific date. If RCEA confirms a reservation and the Applicant does not check out items on the agreed upon date, the reservation is voided. Checkout Agreements are made available in-person at the RCEA office, by contacting RCEA by phone 707-269-1700, or emailing programs@redwoodenergy.org. A complete Checkout Agreement must include all required information and signature(s) by the Applicant on page 1. For residential accounts, the Applicant must be the person identified in the RCEA Account Name as it appears on the electric bill. For non-residential accounts, the Applicant must be a person duly authorized to contractually and financially bind the person or organization identified in the RCEA Account Name as it appears on the electric bill, and if requested must provide evidence of such authorization. Assignment of a Designated Pickup Person may be made only by the Applicant. RCEA will make a determination in its sole discretion whether a submitted Checkout Agreement is complete.
- 3 PICKUP AND RETURN OF LOANED ITEMS:** All loaned items must be picked up and returned by the Applicant or Designated Pickup Person to the RCEA office at 633 3rd St, Eureka CA 95501 during business hours. Business hours are Monday - Friday 9:00am – 4:30pm, except holidays. To find the holidays that the RCEA office is closed, see the Get Involved - Calendar page at www.redwoodenergy.org. Applicant or Designated Pickup Person must show identification at time of pickup to verify identity and minimum age of 18. All loaned items are due on or before the due date on page 2 of the Checkout Agreement.
- 4 LOANED ITEMS:** Applicant agrees to review the operations manual and/or specifications provided with loaned items (“Manual”) and will be aware of its limitations and uses. Applicant agrees to use loaned items for their intended purpose as stated in the Manual. If Applicant does not have the capability and experience necessary to use the loaned items in accordance with the Manual, then Applicant will not use the loaned items and will return the loaned items to RCEA. Applicant will not allow any person under 18 years of age or any person that does not have the capability and experience necessary to use the loaned items. Applicant will maintain the loaned items in a safe and secure manner during the loan period. Applicant understands that loaned items are intended for use at the customer address listed on the Checkout Agreement. Applicant will not let a third party borrow the loaned items from Applicant. Applicant agrees to use loaned items for personal use only and will not use loaned items to provide commercial services. Applicant has inspected the loaned items and accept their “as is” condition. Applicant has noted all damages and defects and has shared findings with RCEA staff. Applicant agrees to promptly notify RCEA of any issues with the loaned items. Applicant agrees to clean all items loaned and return them in the same condition they were received.
 - a. **INDUCTION COOKING EQUIPMENT:** Applicant understands that the cooking equipment is intended to test out induction cooking technology. Applicant agrees to use the cooking equipment solely for residential and educational purposes. Applicant understands that it is their responsibility to clean the cooking equipment before and after use, including pots and pans. Applicant acknowledges that RCEA is not responsible for any resulting cross-contamination, personal food allergy, or foodborne illness.
- 5 COSTS:** If Applicant returns all the loaned items in the same condition they were received by the due date on the Checkout Agreement, Applicant will not owe RCEA any fees or replacement costs. If Applicant does not return all loaned items to RCEA by the due date on the Checkout Agreement, Applicant agrees to pay the replacement costs of unreturned items as identified on page 2 of the Checkout Agreement. Applicant may request a one-time extension of the due date by calling or emailing RCEA on or before the due date. If Applicant’s extension is approved, the due date will be updated. If RCEA, in its sole authority, has determined that loaned items are returned in damaged condition or no longer work, Applicant agrees to pay the replacement costs of items as identified on page 2 of the Checkout Agreement. Billing for replacement costs will be mailed to Applicant with the requirement to pay within 30 days.

- 6 CUSTOMER INFORMATION:** RCEA shall keep all provided information confidential, including a) account information, b) contact information, and c) information submitted to the Lending Library Program. RCEA will not use the name or identifying characteristics of Applicant in advertising sales promotion or other publicity without Applicant's advance written approval.
- 7 FUNDING:** Program funding is provided by RCEA Community Choice Energy customers and administered by RCEA.
- 8 INDEMNIFICATION:** Applicant recognizes the inherent dangers and risks in the use, transport, loading/unloading, storage, or cleaning of any loaned items. In consideration of being permitted to borrow the equipment, on behalf of themselves and their next of kin, heirs, and representatives, Applicant hereby agrees to defend, indemnify, release and hold harmless RCEA, and their respective directors, officers, agents, and employees, from any and all liability, loss, claims, and demands, actions or causes of actions for any loss, including but not limited to, the death or injury to any persons, and for any damages to property suffered or incurred by Applicant or any person which arises or may arise or be occasioned in any way from the transport, loading, unloading, use, or storage of, or arising out of or related in any way to, the equipment Applicant is borrowing from RCEA, including, but not limited to, any claims for faulty or defective equipment or maintenance, any negligence of RCEA, or culinary activities partaken in conjunction with the equipment. In no event shall RCEA be liable for any damages to Applicant or any third party arising out of or connected with Applicant's use of the equipment, and Applicant hereby release RCEA from any such liabilities.
- 9 LIMITATIONS:** Lending Library offerings will be listed on the RCEA website and may change without notice. RCEA further reserves the right to change, modify, or terminate the Lending Library Program at any time without liability. Submittal of a Checkout Agreement does not guarantee the receipt of items for loan. RCEA reserves the right, in its sole discretion, to determine the completeness of a Checkout Agreement, to reject any Checkout Agreement, or to call for the return of loaned items if Applicant is deemed by RCEA to be in violation of any term or condition of the Lending Library Program. RCEA will loan items in the order requests are received. Stock of loaned items may be limited and Applicants may need to wait to take receipt of items. RCEA is not responsible for items lost or destroyed in transit, shipping through the mail, or electronic medium. RCEA reserves the right to limit the number and frequency of items loaned. The total value of all items loaned to a given Applicant through all Checkout Agreements at any one time will be valued at or below \$300.

Redwood Coast Energy Authority

633 3rd St
Eureka, CA 95501

programs@redwoodenergy.org

707-269-1700

www.redwoodenergy.org



REDWOOD COAST
EnergyAuthority