



**CITY OF MILLBRAE INDUCTION COOKTOP RENTAL PROGRAM
CUSTOMER AGREEMENT, RELEASE AND WAIVER OF LIABILITY**

I, _____, am a resident of the City of Millbrae and am borrowing an **Induction Cooktop and frying pan** (the "Equipment") free of charge from The City of Millbrae, for a period up to one week, to experience cooking with induction technology. I am eighteen (18) years of age or older, and have the capability and experience necessary to use the Equipment I am borrowing; I will use the Equipment for its intended purpose; I will maintain the Equipment in a safe and proper manner during the period that I am borrowing and using it, and; I will not allow any other person to use the Equipment I am borrowing.

I have inspected the Equipment and accept its "as is" condition. I have noted all damage or defects and advised Millbrae staff (at apappajohn@ci.millbrae.ca.us) of my findings, if any.

As a condition of borrowing the Equipment, I acknowledge and agree as follows:

1. I agree that I will review the specifications of Equipment and will be aware of its limitations and uses before use. I agree that I will be solely responsible for injuries of any type or damage to my home or business sustained during my use of the Equipment.
2. I understand that the Equipment is intended to allow me to experience next-generation electric cooking technology. I understand that the Equipment is not meant for commercial use, and I agree to operate the Equipment per manufacturer's instructions and use the Equipment solely for residential and educational purposes.
3. I recognize and accept the inherent dangers and risks in the transport, loading, unloading, and use of Equipment including the risks associated with culinary activities in which I will use the Equipment. I agree that my use of the Equipment is completely voluntary.
4. I acknowledge that the City of Millbrae has no ability and no duty to supervise, instruct, or otherwise control my use or maintenance of the Equipment, or the use or maintenance of the Equipment by any other person, and does not represent or warrant in any way that the Equipment I am borrowing is appropriate for my intended use.
5. I understand that it is my responsibility to promptly notify Millbrae staff at (650) 259-2444 or email: apappajohn@ci.millbrae.ca.us if I have any issues with the Equipment.

IN CONSIDERATION OF BEING PERMITTED TO BORROW THE EQUIPMENT, I HEREBY FOR MYSELF AND FOR MY HEIRS, SUCCESSORS AND ASSIGNS, AGREE TO DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS THE CITY OF MILLBRAE, AND ITS 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 MYSELF 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 I AM BORROWING, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR FAULTY OR DEFECTIVE EQUIPMENT OR MAINTENANCE, ANY NEGLIGENCE, OR CULINARY ACTIVITIES PARTAKEN IN CONJUNCTION WITH THE EQUIPMENT. ***IN NO EVENT SHALL THE CITY OF MILLBRAE BE LIABLE FOR ANY DAMAGES TO MYSELF OR ANY THIRD PARTY ARISING OUT OF OR CONNECTED WITH MY USE OF THE EQUIPMENT, AND I HEREBY RELEASE THE CITY OF MILLBRAE FROM ANY SUCH LIABILITIES.***

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Replacement Items and Overdue Fees

I agree to pay any and all replacement costs, as applicable, for items listed below that I borrowed but are returned damaged or broken, or that I have not returned within one month of the due date.

(**Initials**)

INDUCTION KIT REPLACEMENT COSTS

Precision Induction Cooktop	\$119.00
Stainless Steel Pan	\$30.00
Carrying Case	\$30.00
MAXIMUM COST FOR REPLACEMENT	\$179.00

I HAVE READ AND FULLY UNDERSTAND THIS **CUSTOMER AGREEMENT, RELEASE AND WAIVER OF LIABILITY**.

I will return the countertop induction cooktop and steel pan to **621 Magnolia Ave, Millbrae, CA** on or before the Equipment Return Due Date shown below.

Print Name

Signature

Date of Agreement

Mailing Address

Email Address

Phone Number

Equipment Return Due Date: _____