



FIRE SAFE LAKE
LAKE COUNTY FIRE SAFE COUNCIL



LAKE COUNTY
Resource Conservation District

Lake County Fire Safe Council (LCFSC) Mobile Tool Cache Program

Program Overview

The Mobile Tool Cache is a program of the Lake County Fire Safe Council (LCFSC), a program managed and operated by the Lake County Resource Conservation District (LCRCD), designed to remove the prohibitive cost barrier of tool rental and/or purchase and equip residents of Lake County with the tools and equipment they need to complete fuels reduction and maintenance work on their properties. The Tool Cache is overseen and solely operated by LCFSC, located at the Lake County Resource Conservation District (LCRCD) office at 889 Lakeport Blvd, Lakeport, CA 95453.

Those wishing to borrow tools must be residents of Lake County, CA, 18 years of age or older, and sign and follow the Lending Agreement and Tool Use Policy. All tools may be checked out for a maximum of 2 weeks.

If any tool or piece of equipment being rented is lost or damaged beyond repair, Participants will pay the amount for which the tool was initially purchased. Participants will be responsible for the cost of any repairs for tools that are damaged but repairable. No refunds will be made if tools that were lost and repurchased are later found by the Participants.

If borrowed tools are not returned within 14 days of the due date or payments for damaged/lost items are not paid within 14 days of the identified date, the Participants will not be able to check out any additional tools until the overdue tool has been returned and/or paid for in full.

If borrowed tools are not returned 14 days after the due date the tool will be assumed to be lost and the cost of the tool will be billed to the Participants. If the item is subsequently returned the charge will be removed.

Renter Agreements Proper Use and Safety:

Proper use:

LCRCD staff will be available to assist in explaining the proper use of tools when necessary or requested. By taking possession of any tool, and submitting associated documentation, Participants are certifying that they are capable of using that tool in a safe and proper manner. By taking possession of any tool the participating individual agrees to use necessary PPE where requested or required. This includes, but is not limited to, use of chaps, ear plugs, a helmet, and eye protection, when using equipment such as pole saws or loppers. LCRCD will provide additional guidance on appropriate or necessary PPE when tools are distributed to participants.

Waiver of Liability for Tool Manufacturing or Maintenance Defects:

Without limiting the Waiver and Indemnification Form signed by the Participant, the Participant agrees that the LCRCD is not responsible for any manufacturing defects in quality of workmanship or materials or maintenance defects inherent in or resulting from faulty maintenance of any borrowed tools.

Authorized User:

Only individuals who complete the following are authorized users of the tools provided through the Mobile Tool Cache Program:

1. Renter's Agreement Proper Use and Safety Policy
2. Mobile Tool Cache - Renter Application
3. Mobile Tool Cache – Waiver and Indemnification Form

Participants must not permit lent tools to be used by any other person. LCRCD staff may ask for a form of identification when issuing tools to renters.

Loading, Unloading, and Transportation:

Participants are responsible for the loading and unloading of tools. Participants are required to provide a safe and appropriate method for transporting rented tools and/or materials they are borrowing.

Lending Period and Limitations:

Participants may check out no more than 4 tools at any one time for a period of no more than 14 days.

Tool Reservations:

Participants may reserve tools up to 7 days prior to the scheduled day of pick-up. Participants may not reserve tools that have not yet been returned by other Participants.

Special Tools Fees and Restrictions:

LCRCD reserves the right to apply additional lending restrictions to particular tools and materials, such as high-value, fragile, and/or high-demand tools and equipment. LCRCD shall make these additional restrictions explicit to Participants before and at the time such tools are reserved and/or requested.

Tool Returns:

Participants must return tools directly to LCRCD staff during open office hours (9:00am - 5:00pm, Monday through Friday). Participants may not return tools outside of hours of operation. Participants must return all borrowed tools by closing on their due date.

Condition of Returned Tools:

Participants must return tools in the same, or better, condition than when they were issued, with the exception of normal wear and tear. Participants must return all tools clean. Participants might be prohibited from renting tools in the future if tools are returned in poor condition or without being cleaned.

Notification of Damaged Tools:

Participants agree that if any lent tool becomes unsafe or in a state of disrepair, they must immediately discontinue use of the tool and notify LCRCD staff of the issue no later than the time of the tool's return.

Late Returns and Delinquency:

If lent tools are not returned within 14 days of the due date or payments for damaged/lost items are not paid within 14 days of the date the charge was assessed, the Participants will be prohibited from renting further equipment until the problem has been resolved. If lent tools are not returned 14 days after the due date, the item will be assumed to be lost and the Participants will be billed for the full replacement cost of the item.

Unrecoverable Tools and Damaged Returns:

Participants agree to pay for the loss of or damage to any tool up to the full cost to purchase a replacement. Participants agree to accept LCRCD staff's assessment of the condition of tools upon return and any loss or damage to the same.

Right to Retrieve Delinquent Tools:

LCRCD reserves the right to use appropriate steps to retrieve delinquent tools or unpaid fees, including the use of a collection agency, civil litigation, or reporting tools as stolen; and assessing the Participants with the cost of any such action.

Discretion to Loan:

LCRCD reserves the right to bar the use of the Mobile Tool Cache to any Participants who fail to abide by these agreements.

Modifications:

LCRCD reserves the right to modify the Individual Renter's Agreement and Tool Use Policy, and Participants are subject to any such modified version. LCRCD must make all such modifications transparent and available to Participants via email.

I affirm that I have read, fully understand, and agree to abide by the rules and regulations of the Mobile Tool Cache as set forth in this Renter's Agreement & Tool Use Policy. I understand that my ability to borrow tools from the Mobile Tool Cache is conditioned on my adherence to these policies, and I accept the obligations, responsibilities, liabilities, and possible penalties that may be placed on me when borrowing tools from the Mobile Tool Cache. I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges, fines due to LCRCD, and/or legal action taken against me. I have read and signed this Renter Agreement and Tool Use Policy Form, Renter Application Form, and Waiver and Indemnification Form.

Participant Signature _____ Date: ____/____/____

Name (print): _____

Mobile Tool Cache - Renter Application

Name: _____

Date of Birth: ____/____/____

Street Address: _____

City, State, Zip Code: _____

Phone: _____

Email: _____

I affirm that I am at least 18 years of age and I have read, completed, and agree to abide by the Participant's Agreement and Tool Use Policy. I have read, completed, and agree to abide by the terms of Waiver and Indemnification Form, and I have read and signed the Waiver and Indemnification form, relinquishing any and all claims I may have against LCRCD.

☐ YES

☐ NO

I affirm that the information that I have provided on the Renter Application is current, true, and correct. I understand that this information may be subject to verification.

Signature _____

Printed Name: _____

Date of Agreement: _____

LCRCD Use Only

Date ____/____/____

Name of LCRCD staff accepting application _____

Mobile Tool Cache – Waiver and Indemnification Form

I, _____, state that I am capable and experienced in using the tools I am borrowing, and that I will use the tools I am borrowing in a safe and proper manner. I understand and acknowledge that such tools may cause injury and can be dangerous to operate. I accept use of the tools in their “as is” condition without any warranties.

I do hereby for myself, in consideration of being permitted to borrow tools, release, waive and discharge any and all claims I may have against the Lake County Resource Conservation District (LCRCD) and its respective officers, officials, employees, agents, volunteers, contractors and attorneys from any and all alleged and actual claims, damages, remedies, causes of action, demands, and other liabilities related to or arising out of my borrowing or using tools from the Mobile Tool Cache. The foregoing release and waiver applies to all liabilities and claims, whether retrospective, current, or prospective, known or unknown, foreseeable or unforeseeable.

With respect to the matters released herein, I waive any rights or benefits that they might otherwise have under California Civil Code Section 1542 (or similar law) which provides:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

I, hereby for myself, in consideration of being permitted to borrow tools, agree to defend, indemnify and hold harmless LCRCD from any and all liability, loss, claims, and demands, actions or causes of action for the death or injury to any persons and for any property damage suffered or incurred by any person which arises or may arise or be occasioned in any way from the use of tools I am borrowing from the Mobile Tool Cache.

Signature _____

Printed Name: _____

Date of Agreement: _____