

Customer Agreement For the Smart Building Center Tool Lending Library

Customer (hereinafter "Customer" means anyone borrowing equipment from the Smart Building Center's Tool Lending Library) agrees that in no event shall the Northwest Energy Efficiency Council ("NEEC") be liable to the Customer for any damages arising out of or connected with the borrowed equipment (hereinafter "Tool(s)") and/or use of this Tool(s) loan. NEEC owns and operates the Smart Building Center's Tool Lending Library.

Customer will review the specifications of the Tool(s) and will be aware of its limitations and uses. Customer is responsible for knowing the applicable laws and regulations related to use of the Tool(s).

Customer acknowledges that the Tool(s) may be dangerous if improperly used and Customer assumes full responsibility for the use of the Tool(s). Misapplication of the Tool(s), injury of any type sustained or damage to the Customer's facility or to the Tool(s) shall be the Customer's sole responsibility.

Any Tool(s) requiring installation in an electrical panel or any other location where Tool(s) will be installed on line voltage (any voltage above 12v) must be installed by a licensed electrician.

Installation of Tool(s) in mechanical rooms or other potentially hazardous areas should be done by qualified personnel experienced with mechanical operating systems.

The Tool(s) are intended for projects that identify or quantify energy savings opportunities in buildings. Power monitoring equipment in the Tool Lending Library is not revenue grade and is not to be used to verify utility billing data.

Customer agrees that equipment software will not be copied, sold, reverse engineered or used in any manner beyond the term of the loan.

Customer assumes full responsibility for the return to NEEC of the Tool(s) and all accessories in full working order. Customer agrees that any damaged or lost Tool(s) shall be replaced by Customer with the identical make and model equipment within thirty (30) days of the return date of such Tool(s). In the event Customer, does not comply with this replacement policy, Customer agrees to pay NEEC the full retail value of the Tool(s), as determined in the sole discretion of NEEC.

IN NO EVENT SHALL NEEC BE LIABLE TO THE CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM OR RELATED TO LOSS OF DATA, USE AND/OR PROFITS, DOWNTIME COSTS AND CAPITAL COSTS OR CLAIM OF THIRD PARTY, WHETHER ON ACCOUNT OF DEFECTS, PERFORMANCES, NON-PERFORMANCES, DELAYS, PROPERTY DAMAGES OR OTHERWISE.

Customer shall provide proof of business liability insurance upon request by NEEC.

Customer agrees that Customer's data that may reside on the Tool(s) after Customer's use of the Tool(s) and Customer's data collected by NEEC as part of the Smart Building Center's Tool Lending Library program may be used by NEEC.

The governing law for this Customer Agreement shall be the laws of the state of Washington and Customer submits to the exclusive jurisdiction of and venue in the state and federal courts sitting in King County in the state of Washington.

In the event that any of the provisions of this Customer Agreement shall be held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or part shall to that extent be deemed not to form part of this Customer Agreement but the validity and enforceability of the remainder of this Customer Agreement shall not be affected.

No modification or waiver of the terms of this Customer Agreement shall be effective unless made by authorized representative of NEEC in writing addressed to Customer and specifically referring to this Customer Agreement. This agreement applies to all tools in the Smart Buildings Center Tool Lending Library.

If you have questions, please contact us at tool-library@smartbuildingscenter.org.