

## Member's Agreement & Tool Use Policy

1. Members must be age 18 or over to borrow tools from the Toolshed Exchange Tool Library ("Library").
2. Prior to borrowing tools, all Members must (a) complete a Membership Application; (b) sign the Waiver and Indemnification Form; (c) sign this tool policy form; and (d) have their residence confirmed by a Library volunteer or member of the staff. Completing a Membership Application includes the completion of the Membership Application form and verification of the Member's identity. Verifications of the Member's identity is accomplished by presenting a photo ID and a second form of identification that includes a current address. *This information is not recorded, collected, or stored by the Library.*
3. Library staff is available to assist in explaining operation of tools. However, by taking possession of any item, **the Member is certifying that they are capable of using that item in a safe and proper manner.**
4. Only the Member is authorized to use Library tools. The Member shall not permit the use of items checked out to him or her by any other person unless by the express permission of the Library.
5. Members will not specifically be charged for borrowing any tool, but will be advised as to the suggested donation for the tools that they are borrowing.
6. All tools borrowed are to be returned to the Library by close of business on their due date. Tools may only be returned during the Library's open hours on Saturday 9am-1pm. If a tool is returned late, the Member will be responsible for a late fee. This late fee will be \$1 per day until the tool is returned. Late fees are capped at the full replacement cost of the tool plus a \$5 administrative fee per tool. The Library may replace severely delinquent tools, holding the Member responsible for the full replacement cost plus a \$5 administrative fee. Fines must be paid in full before borrowing additional items.
8. The Library reserves the right to use appropriate steps to retrieve delinquent tools or unpaid fines and fees, including the use of a collection agency and/or legal action and assess the delinquent Member with the cost of any such action. The Library also reserves the right to forgive fees due to special circumstances.
9. Tools may be reserved only on the actual date of checkout. All reservations must be confirmed by a Tool Library staff member, volunteer, or automated response to be effective. All reservations will be nullified by 12 pm on Saturdays for Saturday checkouts. The Tool Library reserves the right to change the reservation policy and to make an exception to the policy for large, community events. No exceptions will be made for individual lending.
10. Members may renew each tool once if (a) the Member contacts the Library by noon on the day that the tool is due, and (b) no other Member has reserved the tool. The Library reserves the right to refuse or limit renewals and will do so based on demand.
11. The Member agrees that the Library is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed tools.
12. The Member agrees that if any borrowed tool becomes unsafe or in a state of disrepair, they must immediately discontinue use of the tool and notify the Library of the issue on return, if not earlier.

13. All tools are to be returned in the same (or better) condition as they were issued, barring normal wear and tear. **All tools must be returned clean.** The Member agrees to pay for the loss of or damage to any item and further agrees to accept the Library's assessment of condition of items and to further agree to the Library's assessment of fair restitution for damage, dirtiness, delinquency, and/or loss of items in part or in total. This restitution amount could equal the full replacement cost of the item plus a \$5 administrative fee.

14. The Library reserves the right to refuse the loan of any item at its discretion.

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

16. I further state that I have read and fully understand the rules and regulations of the Toolshed Exchange Tool Library, and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges and/or legal action against me. I have read and signed a Waiver and Indemnification form, relinquishing any and all claims against Toolshed, Canary Project, Inc., and Basilica Arts, Inc.

**Please check the box and add your signature to the space provided on the Membership Form, acknowledging that you have read and agree to the Toolshed Exchange Tool Library's Tool Use Policy.**

## Tool Library Membership Application

Thank you for joining the Toolshed Exchange Tool Library. Please complete the information below and return it to the Tool Library. Upon approval, your membership will be activated. Welcome!

Your Information

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

References are local people who have known you for a while and can vouch for your reliability.

Reference 1 Name & Phone: \_\_\_\_\_

Reference 2 Name & Phone: \_\_\_\_\_

Are you at least 18 years of age? \_\_\_\_ YES \_\_\_\_ NO

I have read and agree to abide by Toolshed Exchange's Tool Use Policy and Waiver of Liability. [ ]

\_\_\_\_\_ Signature

\_\_\_\_\_ Date of Agreement

### Tool Library Use Only

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Staff/Volunteer Name: \_\_\_\_\_

ID#1: \_\_\_\_\_ ID#2: \_\_\_\_\_