

Tool Library Membership Application

Name _____

Driver's License # _____

Street Address _____

City, State, Zip _____

Phone _____

Email _____

Birth date _____

Employer _____

Work phone _____

Would you like to volunteer?

The Tool Library require lots of volunteer and staff support. If you're interested in helping, please check the areas you'd like to support, and share any info such as prior experience, availability, etc.

- Tool Maintenance _____
- Skills/workshop instruction _____
- Counter help (customer service) _____
- Community outreach _____
- Other skills _____

Tool Library Website

The Tool Library website is here! You can browse our inventory and make online reservations. It's never been so easy to reserve one of our 800+ tools! Go to tools.resourcecentral.org to learn more.

Applicant Signature

Date

All applicants must also sign the Lending Policies Agreement & Waiver and Idemnification Agreement following this page.

Lending Policies Agreement

1. **Membership:** Only Members of the Tool Library are eligible to borrow tools. To become a Member, borrowers must:
 - (a) Complete a Membership Application
 - (b) Present a valid, government-issued photo ID
 - (c) Sign this Tool Library Lending Policies Agreement
 - (d) Sign the Tool Library Waiver and Indemnification Agreement
 - (e) Pay an annual individual Membership Fee of \$25.00
 - (f) To renew memberships, members must first pay any outstanding membership fees and outstanding fees for tools (including any fines accrued)Items (a) and (d) are to be completed and signed in concurrence with this Tool Library Lending Policies Agreement, and are incorporated herein by reference. Memberships must be renewed annually.
2. **Member qualifications:** Members must possess a valid driver's license, State-issued I.D. card, or passport, and be age 18 or older to borrow tools from the Tool Library.
3. **Only Members May Use Tools:** Only Members are permitted to use tools from the Tool Library. Members shall not permit any other person to use items that the Member has checked out.
4. **Proper Use and Safety:** Each Member and Authorized Person agrees that by taking possession of any tool (or other item) from the Tool Library, he/she is certifying that he/she is capable of using that tool or item in a safe and proper manner. The Member agrees that the Tool Library has no control over the manner in which borrowed tools are operated during the loan period. Members shall not remove any operational or safety instructions from tools or items borrowed from the Tool Library.
5. **Waiver of Liability for Tool Manufacturing or Maintenance Defects:** Without limiting the Waiver and Indemnification provided by the Member, the Member agrees that the Tool Library is not responsible for any manufacturing defects in quality of workmanship or materials or any faulty maintenance of any borrowed tools.
6. **Return of Damaged Tools:** The Member agrees that if at any point the borrowed tool becomes unsafe or in a state of disrepair, the Member will immediately discontinue use of the tool and notify the Tool Library upon return, if not earlier.
7. **Condition of Tools at Return:** All borrowed items must be returned to the Tool Library counter at 6400 Arapahoe Road, Boulder, CO 80303. All tools should be returned clean, and in the same condition as they were issued, barring normal wear and tear. The Member will maintain the equipment during the lending period (including but not limited to maintaining proper fuel, oil and/or lubrication levels, if applicable). The Member agrees to pay the full replacement or repair costs of any lost, stolen or broken tools. The Tool Library staff will evaluate and assess any damage to tools upon return. If determined repairable, Members will be charged a repair fee, not to exceed 50% of the replacement value of the tool. If tools are deemed damaged beyond repair, Member will be charged a replacement fee, not to exceed the replacement value of the tool, plus a \$5 administrative fee per tool. The Member agrees to accept the Tool Library staff's assessment of the condition of returned items and the amount of fair restitution for damage or replacement of items, and to pay any such fee and assessments at the time of check-in.

Lending Policies Agreement (con't)

8. **Due Date for Return of Tools, Fees and Fines, Replacement:** Tools may be returned only during the normal operating hours of the Tool Library. If items are not returned on or before the due date, fines will be accrued at \$5/day/item, until items are returned to the Tool Library. Late fines will not exceed the replacement value of the tool, plus a \$5 administrative fee per tool. The Tool Library may replace severely delinquent tools, holding the Member responsible for full replacement costs of the tool plus the \$5 administrative fee per tool. All fines and fees must be paid before Members can borrow additional tools. The Member further agrees to accept the Tool Library staff's assessment of fair restitution for delinquency and/or loss of items. The Tool Library does not currently require Members to post a security deposit to borrow tools. (This policy may be subject to change if necessary). Members are responsible, as stated in clause 7 above, for any lost, stolen, or broken tools.
9. **Reservation of Tools, Return Date Extensions:** All tools will be loaned on a first come, first served basis. The Tool Library will not accept advance reservations for tool checkouts. Members may extend their tool borrowing periods beyond the originally scheduled return dates, at the same daily rate by contacting Tool Library staff in person during normal hours of operation or by telephone. The Tool Library reserves the right to refuse or limit renewals at its discretion.
10. **Right to Retrieve Delinquent Tools:** All tools and equipment borrowed from the Tool Library shall remain the property of the Tool Library. The Tool Library reserves the right to use any and all appropriate steps to retrieve delinquent tools or seek payment for unpaid fines and fees, including the use of a collection agency and/or legal action. The Tool Library may assess the delinquent Member with the cost of any such action.
11. **Discretion to Loan:** The Tool Library reserves the right to refuse requests for Membership, or the loan of any item, at the staff's discretion.
12. **Governing Law; Intent; Severability; Headings:** This document is governed by the laws of The State of Colorado. If any portion of this document is held as not enforceable or valid, the remaining portions shall remain in full force and effect. All section headings are provided for convenience only.
13. **Affirmation and Agreement:** I affirm that the information I have provided on the membership application is current, true and correct and acknowledge and agree that such information may be subject to verification by Resource Central. I further state that I have read and fully understand the Tool Library Lending Policies 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 Agreement, incorporated in this agreement by this reference.

I, _____, have read, understand and agree to the Tool Library Lending Policies.

Applicant Signature

Date

Staff Signature

Date

Waiver and Idemnification Agreement

I, _____, recognize the inherent dangers and risks in the transport, loading, unloading and use of tools. I acknowledge that the Tool Library has no ability and no duty to supervise, instruct, or otherwise control my use or maintenance of the borrowed tools or the use or maintenance of such tools by any other person and does not represent or warrant in any way that the tools I am borrowing are appropriate for my intended use. I state that I am capable and experienced in the use of the tools that I am borrowing from the Tool Library, that I will use the tools for their intended purpose and maintain the tools in a safe and proper manner during the period that I am using them. I will not allow any other person to use the tools that I am borrowing except Authorized Persons as specified in my Membership Application and/or the Lending Policy Agreement. I have inspected each borrowed tool and accept its condition, have noted all damage or defects, and advised the Tool Library of my findings, if any.

I, _____, do hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow the tools, agree to release and indemnify and hold harmless the Tool Library and Resource Central, its directors, officers, agents, and employees (together “Resource Central”) from any and all liability, loss, claims, and demands, actions or causes of actions for 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 and use of, or arising out of or related in any way to, the tools I am borrowing from the Tool Library, including, but not limited to, any claims for faulty or defective equipment or maintenance, or any negligence of Resource Central but specifically excluding claims for gross negligence and willful misconduct by Resource Central.

I, _____, affirm that I have read and fully understand the Waiver and Indemnification Agreement and the Lending Policy Agreement I signed as a condition of becoming a member of the Tool Library, and I understand that failure to comply with any of the requirements of the Lending Policy Agreement may result in revocation of my borrowing privileges and/or legal action against me.

Applicant Signature

Date

Staff Signature

Date

If you downloaded this application digitally, please print and complete. To finish the process, please bring in the application to our Reuse location, 6400 Arapahoe Ave, Boulder CO, open Monday-Saturday 9am-5pm. Thank you!