

The Tool Lending Library Waiver and Indemnification

I, _____ state that I am capable and experienced in the use of the tools that I am borrowing, that I will use the tools for their intended purpose in a safe and proper manner, and that I will not allow any other person to use the tool that I am borrowing. I have inspected each borrowed tool and accept its condition, have noted all damage or defects, and advised the lender of my findings.

I do hereby for myself, on behalf of my successors and my assigns, in consideration of being permitted to borrow tools, waive all claims against the Southern Gila County Economic Development Corporation, Gila County Library District and any city government within Gila County for any injuries, illnesses, or damages of any nature that I may suffer or incur in the use of the tools that I am borrowing from the Tool Lending Library.

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 Southern Gila County Economic Development Corporation, Gila County Library District and any city government within Gila County, their officers, agents, and employees from any and all liability, loss, claims, and demands, actions or causes of actions for the death or injury to any persons and for damages to property 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 Tool Lending Library.

Name of Borrower: _____

Address: _____

Phone (home, work, cell): _____

Signature of Borrower: _____ Date: _____

Signature of Witness: _____ Date: _____

Tool Lending Library Rules and Regulations

1. Only residents or property owners of Gila County over the age of 18 years with a valid library card and no library fines are eligible to borrow tools from the Tool Lending Library (TLL).
2. In addition to having a valid library card, borrowers must register with the TLL prior to borrowing tools. Registration will be complete upon verification of the borrower's physical address (no post office boxes) or property ownership if the borrower lives outside of Gila County. Verification is accomplished by presenting current photo identification **and** either a current utility bill with the patron's name listed or a current tax bill identifying ownership of the property. These will be copied and kept on file.
3. All tools and equipment lent by the TLL are the property of the Tool Lending Library, a program affiliated with the Southern Gila County Economic Development Corporation. Only the borrower is authorized to use the tools. The borrower shall not permit the use of said tools by any other person except by the written permission of the TLL.
4. The borrower agrees that the Southern Gila County Economic Development Corporation and the Tool Lending Library are not responsible for any manufacturing defects in the quality of workmanship or materials inherent in any borrowed tool.
5. The borrower agrees that if the borrowed tool becomes unsafe or in a state of disrepair, the borrower will immediately discontinue use of the tool and return it to the TLL.
6. Before borrowing any tool or piece of equipment, the borrower shall sign a WAIVER AND INDEMNIFICATION form provided by the TLL. This form will be kept at the TLL. The borrower acknowledges that s/he is capable of using the tools in a safe and proper manner, and that instruction in the proper use of tools is available from the TLL volunteers.
7. The loan period for borrowing tools is three work days. The borrower agrees to return any borrowed item on or before the due date in the same condition as when it was borrowed. The borrower agrees to pay for the loss or damage to any tool on loan to him or her at the time of return and no other loans will be allowed until this debt is cleared. The borrower further understands that fines will be

levied for each item kept past the due date. Repeated failure to return tools on time may result in revocation of borrowing privileges. The TLL reserves the right to limit the number of tools borrowed and to alter the maximum loan period.

8. If the borrower wishes to renew the loan of the tool, s/he may do so on the due date by contacting the TLL in person (not by phone or through written communication). If there is no one waiting to borrow the item, it may be borrowed for an additional loan period (up to a maximum of 2 consecutive renewals). The TLL reserves the right to refuse or limit renewals, particularly of high demand or seasonal tools.

9. If a tool is not immediately available for loan, the borrower may make a reserve request to have the tool when it becomes available. Reserve requests will be handled in the order received. If a tool is available, the borrower may phone the TLL and have the tool set aside to be borrowed later the SAME DAY. If the borrower fails to come for the tool as agreed, the library may lend the tool to another borrower. No tool will be held beyond the closing time. Tools will not be reserved for a future date. Seasonal demands may affect reserve policies. The TLL reserves the right to alter or suspend any of the above reserve policies.

10. When tools are not returned by the designated due date, the TLL will issue an overdue notice (either by phone or in writing). If the tools are not returned after the overdue notice has been issued, appropriate steps will be taken to retrieve them, including by collection agency and/or legal action.

11. The TLL is set up for individual and/or non-profit group use by Gila County residents with the purpose of home and property repair, maintenance, and community beautification. The TLL is not to be used for professional business or "for profit" ventures.

12. The TLL retains the right to refuse the loan of any item for failure to comply with the above rules and regulations or for falsification of any information. Additionally, the TLL may revoke lending privileges entirely for specified time periods for patrons with repeat violations of these rules and regulations.