



MEMBERSHIP APPLICATION

5 W. Northrup Place
Buffalo, NY 14214
www.thetoollibrary.org
716-510-1745

Tool Lending Agreement

1. Only residents of Western New York (as constitutes by Erie and Niagara Counties) who are over the age of 18 are eligible to borrow tools from the Tool Library (TL).
2. Prior to borrowing tools, all Members must (a) complete a Membership Application; (b) pay a membership fee; and (c) verify his/her identity and residency. Verification is accomplished by presenting a valid photo ID and piece of mail, both displaying a local address. In the event that the Member's photo ID does not display a local address, a second ID or piece of mail must be produced to verify residency. Additionally, the Member must sign this Tool Lending Agreement and the attached Waiver and Indemnification.
3. Members will be authorized a Membership Card. If the card is lost or stolen, the Member is responsible for reporting the loss or theft immediately. If a report is not made, the Member will be held responsible for any tools borrowed with a lost or stolen card.
4. Only the Member is authorized to use Tool Library tools. The Member shall not permit the use of items checked out to them by any other person unless by the expressed permission of the Tool Library.
5. For those unfamiliar with a particular tool, safety training materials such as manuals (if in the possession of the Tool Library) will be made available upon request. However, by taking possession of any item, the member is certifying that he or she is capable of using that item in a safe and proper manner.
6. Necessary safety equipment is available upon request by the Member.
7. The Member agrees that the Tool Library is not responsible for any manufacturing defects in the quality of workmanship or materials inherent in any borrowed tools.
8. The Member agrees that if any borrowed tool becomes unsafe or in a state of disrepair, they will immediately discontinue use of the tool and notify the Tool Library of the issue on return, if not earlier. If a Member fails to inform the Tool Library that a tool is not in working order upon return, said Member may be held liable for full replacement.
9. Tools may only be reserved ahead of time for large community projects. Reservations should be made at least one week prior to project date. Requests should be in written form and can either be emailed or dropped off at the Tool Library in-person. Individual loans are on a first come first serve basis.
10. The loan period for tools is one (1) week unless otherwise specified. Tools are to be returned to the Tool Library by closing time one (1) week from the day borrowed.
11. Late fees will be levied for each tool kept past the loan period. The late fee is \$1 per tool per day, including days which the Tool Library is not open. All tools borrowed from the Tool Library must be returned to 5 W. Northrup Pl. during open hours.
12. When tools are not returned by the designated due date, the Tool Library will issue an overdue notice after 30 days. If tools are not returned after an overdue notice is issued, appropriate steps will be taken to retrieve them, including



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Tool Lending Agreement Cont'd

the use of a collection agency and/or legal action, the cost of which will be assessed to the delinquent member. The Tool Library may replace severely delinquent tools, holding the Member responsible for full replacement cost. Fines must be paid in full before borrowing additional items.

- 13. Any power tools (including but not limited to those that require batteries and/or electric power to operate) require a member's credit card to be kept on file as a deposit. Members will be assessed the full replacement cost of delinquent tools if they are not returned within sixty (60) days from the date they were originally checked out. The credit card on file will be charged on day sixty one (61) and a receipt of the charge or notice of the charge will be emailed to the address on file.
- 14. All items may be renewed once, for a second 1-week loan period, by contacting the Tool Library and requesting a renewal in advance of the due date. Additional renewals are at the discretion of the Tool Library.
- 15. Items are to be returned in the same condition as they were issued, barring normal wear and tear. All items must be returned clean. A \$5 cleaning fee will be assessed if tools are returned dirty. The Member agrees to pay for the loss of or damage to any items and further agrees to accept Tool Library staff's assessment of condition of items and to further agree to Tool Library staff's assessment of fair restitution for damage, dirtiness, delinquency and/or loss of items in part or total. This restitution amount could equal as much as replacement cost of the item.
- 16. The Tool Library retains the right to refuse the loan of any item to any person for any reason.
- 17. The membership and borrowing privileges of all Tool Library members are subject to the provisions of this Lending Agreement, and failure to comply with this Lending Agreement may result in revocation of membership, loss of borrowing privileges, or legal action, as appropriate. The Tool Library's board of directors may, at its sole discretion, modify this Lending Policy, and all Tool Library members will be subject to any such modified version.

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I, _____ (print name), 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.

I, _____ (print name), further state that I have read and fully understand the rules and regulations of the 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 the Tool Library.

Member Signature

Date

Tool Library Staff Signature

Date