



Borrower's Agreement/Tool Use Policy

1. Members must be age 18 or over to borrow tools from the Vashon Tool Library ("Library").
2. Prior to borrowing tools, all Members must (a) complete a Membership Application; (b) have their identity and residence verified by a Tool Library representative; (c) sign this Borrower's Agreement/Tool Use Policy; and (d) sign the Liability Waiver.
3. Library staff are available to assist in explaining operation of tools. 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.
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 use of the tools that they are borrowing, particularly high-maintenance items.
6. All tools borrowed are to be returned to the Library before close of business on their due date. Tools may only be returned during the Library's open hours.
7. If a tool is returned late, the Member will be responsible for late fees, as posted. Late fees are capped at the full replacement cost of the tool plus a \$25 administrative fee per tool. 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. A confirmed reservation does not guarantee availability of the item (often due to late or damaged returns.) It is the Member's responsibility to check online or call to confirm that a reserved tool is actually available. Efforts may be made to substitute similar available items, or to contact the overdue Member for speedy return. NO Guarantees are made, however. Reservations left unclaimed at close of business on the checkout date of the reservation will be cancelled.
10. Members may renew each tool once if (a) the Member renews the item by the day that the tool is due, and (b) no other Member has reserved the tool. Renewal rates are as posted. The Library reserves the right to refuse or limit renewals.



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 is unsafe or in a state of disrepair, he or she will immediately discontinue use of the tool and notify the Library of the issue on return, and earlier if possible.

13. All tools are to be returned in the same condition as they were issued, or better, excepting 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 \$25 administrative fee.

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

15. The Library reserves the right to change, amend or update the terms of this agreement at any time, and to communicate any changes by electronic means as well as posting the revised agreement at the library's physical location. It is the Member's responsibility to review the current Agreement from time to time. When borrowing an item, the Member is thereby agreeing to abide by the terms current at that time.

16. If any part of the agreement is deemed unenforceable, the remaining portions shall remain in full force and effect.

17. The Member will notify the Library of any changes of address, email address, phone number and other pertinent information in a timely way.

I affirm that the information that I have provided on the Membership Application is current, true, and correct. I agree to abide by the terms of this agreement, and all Tool Library Policies and procedures.

Name (print): _____

Signature _____ Date: _____

Tool Library Rep/Witness Name (print): _____

Signature _____ Date: _____