



**One Roof Community Housing
12 E. 4th Street, Duluth, MN 55805 * 218-727-5372**

**Tool Lending Library
BORROWERS AGREEMENT**

Name _____ Phone _____

Address _____ City _____ State _____ Zip _____

____ I affirm that the above information is current, true, and correct.

____ I further state that I have read and fully understand the rules and regulations of the One Roof Tool Lending Library.

____ 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 release, indemnity, hold harmless and agreement not to sue form, relinquishing any and all claims against One Roof Community Housing.

Signature _____ Date _____

Library Hours of Operation

Monday-Friday 8am -4pm

Closed on the following holidays: New Year’s Day, Martin Luther King Jr Day, Memorial Day, Independence Day, Labor Day, Thanksgiving & the day after Thanksgiving, Christmas Eve & Christmas Day.

Tool Lending Library Rules:

1. Only residents of the City of Duluth, over the age of 18 are eligible to borrow tools from the Tool Lending Library (TLL). No more than four (4) items per person may be borrowed at any one time.
2. Borrowers must register with the TLL prior to borrowing tools. A copy of renter’s driver’s license will be taken and kept on file with borrower agreement.
3. All tools and equipment lent by the TLL are the property of One Roof Community Housing. 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 express permission of the TLL.
4. The borrower agrees that One Roof is not responsible for any manufacturing defects in quality or workmanship or materials inherent in any borrowed tool.
5. The borrower agrees that if any borrowed tool becomes unsafe or in a state of disrepair, the borrower will immediately discontinue the use of the tool and return it to the TLL, notifying staff of the problem.
6. Before borrowing any tool or piece of equipment, the borrower shall sign a form of WAIVER AND INDMNIFICATION to be provided by One Roof, which will be kept on file. The borrower acknowledges that he/she/they are capable of using the tool in a safe and proper manner.
7. Loan periods for tools are seven (7) days, depending upon the demand of tool. The borrower agrees to return any borrowed items on or before the due date in the same clean condition, normal wear and tear accepted, as when it was borrowed. The borrower agrees to pay for the loss of or damage to any tool on loan to him/her/they. The library reserves the right to limit the number of tools and to alter the maximum loan period.

8. If the borrower wishes to renew the loan of the tool, he/she/they may do so on the due date by contacting the Tool Lending Library in person or phone. If there is no one waiting to borrow the item, it may be borrowed for an additional loan period. The TLL reserves the right to refuse or limit renewals. Up to two (2) consecutive renewals may be made, dependent upon the reserve status of the items.
9. When tools are not returned by the designated due date, the TLL will contact the borrower by phone and if the tool is not returned in a timely manner, a written overdue notice will be issued. If the tools are not returned after the notice has been sent, appropriate steps will be taken to retrieve them, including by collection agency and/or legal action.
10. The borrower shall not use tools, or allow tools to be used, in the furtherance of any illegal activity.
11. The TLL reserves the right to refuse the loan of any items for failure to comply with any of the above rules and regulations, or for falsification of any information.

ONE ROOF COMMUNITY HOUSING TOOL LEADING LIBRARY WAIVER AND INDEMNIFICATION

I, _____, state that I am capable and experienced in using the tools that I am borrowing, and that I will use the tools I am borrowing in a proper manner.

I, _____, do hereby for myself, on behalf of my agents, employees, successors and assigns, inconsideration of being permitted to borrow the tools, waive any and all claims and/or cause of action, including, but not limited to, claims of negligence, against One Roof Community Housing for any injury or injuries of any nature or cause that I may suffer or incur in the use of the tools I am borrowing from One Roof Community Housing.

I, _____, do hereby for myself, and on behalf of my agents, employees, successors and assigns, in consideration of being permitted to borrow the tools, agree to fully release, indemnify and hold harmless One Roof Community Housing, its offices, agents, and employees from any and all liability, loss, claims, demands, actions, and/or cause of action, including, but not limited to death or injury to any person, any and all property/damage suffered or incurred by any person and/or any claims based in negligence which arises or may arise or be occasioned in any way from the use of the tools I am borrowing from One Roof Community Housing.

THE PERSONS SIGNING BELOW HAVE CAREFULLY READ THIS DOCUMENT, KNOW AND UNDERSTAND THE TERMS AND EFFECTS HEREOF, AND HAVE SIGNED THIS AGREEMENT AS A FREE AND CONSIDERED ACT.

SIGNATURE _____

DATE _____

WITNESS _____

OFFICE USE ONLY:

Attach Copy of Driver's License

Name _____ Phone _____

Address _____

FOR OFFICE USE

Tools borrowed from library:

Item Description: _____ Notes: _____

Check-out date: _____ Due date: _____ Returned: _____

Item Description: _____ Notes: _____

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Item Description: _____ Notes: _____

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