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FWRC Tool Library

TOOL POLICY, WAIVER AND INDEMNIFICATION

1. Members must be age 18 or over to borrow tools from the FWRC Tool **Library.**

2. Prior to borrowing tools, all Members must (a) complete a Membership Application; (b) be current with Membership fees (including any fines accrued); (c) sign the Waiver and Indemnification form: and (d) sign this Tool Policy form. Completing a Membership Application includes the completion of the Membership Application form and verification of the Member's identity. Verification of the Member's identity is accomplished by presenting a valid government-issued photo ID and/or a second form of identification that includes a current address.

3**. Library** staff is available to assist in explaining operation of tool. 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 generally not be charged for borrowing any tool. However, the Library reserves the right to charge fees for a select number of tools with consumable parts.

6. **All tools borrowed are to be returned to the Library no later then seven days after the tool is borrowed.**

7. If a tool is returned after it is due, the Member will be responsible for a late fee. **This late fee will be $1 per tool a day until the tool is returned.** Late fees are capped at the full replacement cost of the tool plus a $5 administrative fee per tool. The **Library** may replace severely delinquent tools, holding the Member responsible for full replacement cost plus a $5 administrative fee. 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.

9. Most tools may be renewed if (a) the Member contacts the **Library** prior to the date the tool is due, **and** (b) no other Member has reserved the tool. The **Library** reserves the right to refuse or limit renewals and will do so based on demand.

10. The Member agrees that the **Library** is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed tools.

11. The member agrees that if any borrowed tool becomes unsafe or in a state of disrepair, he or she must immediately discontinue use of the tool and notify the **Library** of the issue on return, if not earlier.

12**. All tools are to be returned in the same condition as they were issued, barring 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 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 $5 administrative fee.

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

14. I 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 further state that I have read and fully understand the rules and regulations of the FWRC Tool Library, and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges.

Four Winds Resource Center
at Mosquito Lake School

WAIVER AND INDEMNIFICATION

15. I am capable of using the tools I am borrowing. I will use the tools I am borrowing in a safe and proper manner.

16. On behalf of myself and my successors and assigns, in consideration of being permitted to borrow tools, waive any and all claims against the FWRC Tool Library and the Haines Borough for any injury or injuries of any nature that I may suffer or incur in the use of the tools that I am borrowing for the FWRC Tool Library.

17. On behalf of myself and my successors and assigns, in consideration of being permitted to borrow tools, agree to release and indemnify and hold harmless the FWRC and the Haines Borough, their officers, agents, volunteers, and employees from any and all liability, loss, claims and demands, actions or causes of action for the death or injury to any persons and for any property damage suffered or incurred by any person which arises or may arise or be occasioned in any way from the use or possession of tools I am borrowing from the FWRC Tool Library.

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SIGNATURE **DATE**

FWRC VOLUNTEER OR STAFF MEMBER

Four Winds Resource Center at Mosquito Lake School

Four Winds Resource Center
PO BOX 2849 Haines, AK 99827