



One Roof Community Housing
12 E. 4th Street, Duluth, MN 55805
218-727-5372 | info@1roofhousing.org

Tool Lending Library
BORROWER AGREEMENT

Name _____

Phone _____ Email _____

Address _____ City _____ State _____ Zip _____

Name of Tool/s _____

Library hours of operation are by appointment only

Monday-Thursday, 8 a.m. – 4 p.m.

Use the link below to reserve a tool and schedule a time to pick up and drop off:

<https://www.tfaforms.com/4955066>

Closed on the following holidays:

New Year's Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth,
Independence Day, Labor Day, Indigenous People's Day,
Thanksgiving Day, and Christmas Day

Tool Lending Library Rules:

1. Only persons aged 18 and over are eligible to borrow tools from the Tool Lending Library (TLL).
2. No more than four (4) items per person may be borrowed at any one time.
3. Borrowers must register with the TLL prior to borrowing tools. A copy of the renter's driver's license or state ID will be taken and kept on file with borrower agreement.
4. 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 with the express permission of the TLL.
5. The borrower agrees that One Roof is not responsible for any manufacturing defects in quality or workmanship or materials inherent in any borrowed tool.
6. 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.
7. Before borrowing any tool or piece of equipment, the borrower shall sign a WAIVER AND INDEMNIFICATION form to be provided by One Roof, which will be kept on file. The borrower acknowledges that they are capable of using the tool in a safe and proper manner.
8. 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 excepted, as when it was borrowed. The borrower agrees to pay for the loss of or damage to any tool on loan to them. The library reserves the right to limit the number of tools and to alter the maximum loan period.
9. If the borrower wishes to renew the loan of the tool, they may do so prior to the due date by contacting the Tool Lending Library by email 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.

10. When tools are not returned by the designated due date, the TLL will collect a late fee for tools starting 2 days late. Late fees will be \$1 per day up to 5 days. After 5 days, Lending Library users will be responsible for 50% of the cost to replace the tool. The TLL will deduct any late fees charged from the cost to replace the tool prior to charging users the replacement cost.
11. The borrower shall not use tools, or allow tools to be used, in the furtherance of any illegal activity.
12. 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.
13. To help ensure all tools are returned in a timely manner, at the time of pickup, we will require a copy of a valid credit card to be kept on file as a precaution. This copy will be securely stored and will only be used if tools are not returned as agreed. Once all tools are returned, the credit card copy will be promptly and securely shredded. We appreciate your understanding and cooperation as we work to maintain the availability of tools for everyone.

ONE ROOF COMMUNITY HOUSING TOOL LENDING LIBRARY WAIVER AND INDEMNIFICATION

Initial next to the following statements:

_____ I state that I am capable and experienced in using the tool(s) that I am borrowing, and that I will use the tool(s) I am borrowing in a proper manner.

_____ I do hereby for myself, on behalf of my agents, employees, successors and assigns, in consideration of being permitted to borrow the tool(s), 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 tool(s) 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 tool(s), 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 arise or may arise or be occasioned in any way from the use of the tools I am borrowing from One Roof Community Housing.

THE PERSON SIGNING BELOW HAS CAREFULLY READ THIS DOCUMENT, KNOWS, AND UNDERSTANDS THE TERMS AND EFFECTS HEREOF, AND HAS SIGNED THIS AGREEMENT AS A FREE AND CONSIDERED ACT.

SIGNATURE _____

DATE _____

WITNESS _____

Check each line to affirm the below statements:

_____ 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 the *One Roof Community Housing Tool Lending Library Waiver and Indemnification* (above) relinquishing any and all claims against One Roof Community Housing.

Signature _____ Date _____

OFFICE USE ONLY:

Attach Copy of Driver's License or State ID

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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