

**** To become a member of the ReSource Tool Library, please review all materials in this document (5 pages), then bring completed forms and appropriate ID to the Tool Library (at 6400 Arapahoe Rd, Boulder, CO 80303) for membership activation. ****

RESOURCE TOOL LIBRARY
INDIVIDUAL MEMBERSHIP APPLICATION

Applicant Information (please print clearly):

Name: _____
Driver's License #: _____
Street Address: _____
City, State, Zip Code: _____
Phone Number: _____
Email Address: _____
Birth Date: ____/____/____
Employer: _____
Work Phone Number: _____

All ReSource Tool Library membership applicants must also sign:

- (1) The ReSource Tool Library Lending Policies Agreement
- (2) The ReSource Tool Library Waiver and Indemnification Agreement

Applicant's Signature _____ Date: _____

RESOURCE TOOL LIBRARY
LENDING POLICIES AGREEMENT (INDIVIDUALS)

1. Membership: Only Members of the ReSource Tool Library are eligible to borrow tools. To become a Member, borrowers must:

- (a) Complete a Membership Application
- (b) Present a valid, government-issued photo ID
- (c) Sign this ReSource Tool Library Lending Policies Agreement
- (d) Sign the ReSource Tool Library Waiver and Indemnification Agreement
- (e) Pay an annual individual Membership Fee of **\$25.00**
- (f) To renew memberships, members must first pay any outstanding membership fees and outstanding fees for tools (including any fines accrued)

Items (a) and (d) are to be completed and signed in concurrence with this ReSource Tool Library Lending Policies Agreement, and are incorporated herein by reference. Memberships must be renewed annually.

2. Member qualifications: Members must possess a valid driver's license, State-issued I.D. card, or passport, and be age 18 or older to borrow tools from the ReSource Tool Library.

3. Only Members May Use Tools: Only Members are permitted to use tools from the ReSource Tool Library. Members shall not permit any other person to use items that the Member has checked out.

4. Proper Use and Safety: Each Member and Authorized Person agrees that by taking possession of any tool (or other item) from the ReSource Tool Library, he/she is certifying that he/she is capable of using that tool or item in a safe and proper manner. The Member agrees that the ReSource Tool Library has no control over the manner in which borrowed tools are operated during the loan period. Members shall not remove any operational or safety instructions from tools or items borrowed from the ReSource Tool Library.

5. Waiver of Liability for Tool Manufacturing or Maintenance Defects: Without limiting the Waiver and Indemnification provided by the Member, the Member agrees that the ReSource Tool Library is not responsible for any manufacturing defects in quality of workmanship or materials or any faulty maintenance of any borrowed tools.

6. Return of Damaged Tools: The Member agrees that if at any point the borrowed tool becomes unsafe or in a state of disrepair, the Member will immediately discontinue use of the tool and notify the ReSource Tool Library upon return, if not earlier.

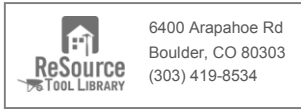
7. Condition of Tools at Return: All borrowed items must be returned to the ReSource Tool Library counter at 6400 Arapahoe Road, Boulder, CO 80303. All tools should be returned clean, and in the same condition as they were issued, barring normal wear and tear. The Member will maintain the equipment during the lending period (including but not limited to maintaining proper fuel, oil and/or lubrication levels, if applicable). The Member agrees to pay the full replacement or repair costs of any lost, stolen or broken tools. The Resource Tool Library staff will evaluate and assess any damage to tools upon return. If determined repairable, Members will be charged a repair fee, not to exceed 50% of the replacement value of the tool. If tools are deemed damaged beyond repair, Member will be charged a replacement fee, not to exceed the replacement value of the tool, plus a **\$5** administrative fee per tool. The Member agrees to accept the ReSource Tool Library staff's assessment of the condition of returned items and the amount of fair restitution for damage or replacement of items, and to pay any such fee and assessments at the time of check-in.

8. Due Date for Return of Tools, Fees and Fines, Replacement: Tools may be returned only during the normal operating hours of the ReSource Tool Library. If items are not returned on or before the due date, fines will be accrued at **\$5/day/item**, until items are returned to the ReSource Tool Library. Late fines will not exceed the replacement value of the tool, plus a **\$5** administrative fee per tool. The Resource Tool Library may replace severely delinquent tools, holding the Member responsible for full replacement costs of the tool plus the **\$5** administrative fee per tool. All fines and fees must be paid before Members can borrow additional tools. The Member further agrees to accept the ReSource Tool Library staff's assessment of fair restitution for delinquency and/or loss of items. The ReSource Tool Library does not currently require Members to post a security deposit to borrow tools. (This policy may be subject to change if necessary). Members are responsible, as stated in clause 7 above, for any lost, stolen, or broken tools.

9. Reservation of Tools, Return Date Extensions: All tools will be loaned on a first come, first served basis. The ReSource Tool Library will not accept advance reservations for tool checkouts. Members may extend their tool borrowing periods beyond the originally scheduled return dates, at the same daily rate by contacting ReSource Tool Library staff in person during normal hours of operation or by telephone. The ReSource Tool Library reserves the right to refuse or limit renewals at its discretion.

10. Right to Retrieve Delinquent Tools: All tools and equipment borrowed from the ReSource Tool Library shall remain the property of the ReSource Tool Library. The ReSource Tool Library reserves the right to use any and all appropriate steps to retrieve delinquent tools or seek payment for unpaid fines and fees, including the use of a collection agency and/or legal action. The ReSource Tool Library may assess the delinquent Member with the cost of any such action.

11. Discretion to Loan: The ReSource Tool Library reserves the right to refuse requests for Membership, or the loan of any item, at the staff's discretion.



12. Governing Law; Intent; Severability; Headings: This document is governed by the laws of The State of Colorado. If any portion of this document is held as not enforceable or valid, the remaining portions shall remain in full force and effect. All section headings are provided for convenience only.

13. Affirmation and Agreement: I affirm that the information I have provided on the membership application is current, true and correct and acknowledge and agree that such information may be subject to verification by the CRC. I further state that I have read and fully understand the ReSource Tool Library Lending Policies 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 Agreement, incorporated in this agreement by this reference.

I, _____, have read, understand and agree to the ReSource Tool Library Lending Policies.

Signature of Member

Date of Agreement

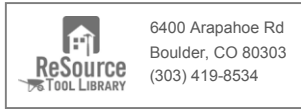
Signature of ReSource Tool Library Staff

Date of Agreement

VOLUNTEER! It takes significant volunteer support to keep the ReSource Tool Library running. If you're interested in volunteering to help the Tool Library, please take a minute to tell us about your relevant skills and interests. Check any of the following areas you'd like to support, and please include any other pertinent info such as prior experience, availability, etc.

- Tool Maintenance: Sharpening/Cleaning/Fixing _____
- Skills/Workshop: Interested in teaching a workshop? _____
- Counter Help: Help check out tools to members _____
- Community Outreach: Tabling events, Flyering _____
- Misc Labor/Skills: _____

Additional comments:



RESOURCE TOOL LIBRARY

WAIVER AND INDEMNIFICATION AGREEMENT (INDIVIDUALS)

I, _____, recognize the inherent dangers and risks in the transport, loading, unloading and use of tools. I acknowledge that the ReSource Tool Library has no ability and no duty to supervise, instruct, or otherwise control my use or maintenance of the borrowed tools or the use or maintenance of such tools by any other person and does not represent or warrant in any way that the tools I am borrowing are appropriate for my intended use. I state that I am capable and experienced in the use of the tools that I am borrowing from the ReSource Tool Library, that I will use the tools for their intended purpose and maintain the tools in a safe and proper manner during the period that I am using them. I will not allow any other person to use the tools that I am borrowing except Authorized Persons as specified in my Membership Application and/or the Lending Policy Agreement. I have inspected each borrowed tool and accept its condition, have noted all damage or defects, and advised the ReSource Tool Library of my findings, if any.

I, _____, do hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow the tools, agree to release and indemnify and hold harmless the ReSource Tool Library and the Boulder Energy Conservation Center d/b/a the Center for ReSource Conservation, its directors, officers, agents, and employees (together the "CRC") from any and all liability, loss, claims, and demands, actions or causes of actions for the death or injury to any persons and for any damages to property suffered or incurred by myself or any person which arises or may arise or be occasioned in any way from the transport, loading, unloading and use of, or arising out of or related in any way to, the tools I am borrowing from the ReSource Tool Library, including, but not limited to, any claims for faulty or defective equipment or maintenance, or any negligence of the CRC, but specifically excluding claims for gross negligence and willful misconduct by the CRC.

I, _____, affirm that I have read and fully understand the Waiver and Indemnification Agreement and the Lending Policy Agreement I signed as a condition of becoming a member of the ReSource Tool Library, and I understand that failure to comply with any of the requirements of the Lending Policy Agreement may result in revocation of my borrowing privileges and/or legal action against me.

Signature

Date of Agreement

Signature of ReSource Tool Library Staff

Date of Agreement