

**\*\* To become an organizational member of the ReSource Tool Library, please review all materials in this document (6 pages), then bring completed forms and appropriate ID to the Tool Library (at 6400 Arapahoe Road, Boulder, CO 80303) for membership activation. \*\***

RESOURCE TOOL LIBRARY  
**ORGANIZATIONAL MEMBERSHIP APPLICATION**

**1. Company or Organization Information (please print clearly):**

Organization Name: \_\_\_\_\_  
Federal Tax ID Number: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Website: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Check one: \_\_\_\_\_ Non-profit organization  
                  \_\_\_\_\_ Civic organization  
                  \_\_\_\_\_ For-profit Corporation or Company (1-15 employees)  
                  \_\_\_\_\_ For-profit Corporation or Company (16 employees or more)

**2. Director / Administrator / Representative Information (please print):**

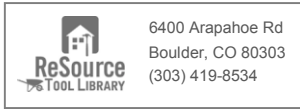
Director / Administrator: \_\_\_\_\_  
Title: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Work Phone Number: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Birth Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Applicant's Signature \_\_\_\_\_ Date: \_\_\_\_\_

**The director and all other persons authorized to use the ReSource Tool Library on behalf of your organization must also sign:**

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

**3. On the following page please provide information for any additional persons authorized to use the ReSource Tool Library on behalf of your organization:**



**Authorized Persons Information (please print):**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_  
Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_  
Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_  
Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_  
Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_  
Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_  
Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_  
Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## RESOURCE TOOL LIBRARY

# LENDING POLICIES AGREEMENT (ORGANIZATIONS)

**1. Membership:** Only Members of the ReSource Tool Library are eligible to borrow tools. The ReSource Tool Library offers memberships to formally incorporated organizations (for-profit and non-profit) wishing to borrow tools to support their work. To become an organizational Member, an official representative of the organization ("Authorized Person") must:

- (a) Complete an Organizational Membership Application on behalf of the organization
- (b) Present a valid, government-issued photo ID and reasonable evidence of authority to enter into this agreement on behalf of the organization.
- (c) Sign this ReSource Tool Library Lending Policies Agreement
- (d) Sign the ReSource Tool Library Waiver and Indemnification Agreement
- (e) Pay an annual organizational Membership Fee of: **\$100.00** (nonprofit), **\$150** (for profit).
- (f) To renew memberships, members must first reconcile any outstanding membership fees and outstanding fees for tools (including any fines accrued)

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

**2. Members and Authorized Persons:** Organizational Members must specify at least one "Authorized Person" to check out ReSource Tool Library tools and supervise the use of those tools. The Organization may specify additional Authorized Persons in the Organizational Membership Application. Authorized Persons must be age 18 or older. Each person authorized to borrow tools under an organizational membership must sign the Waiver and Indemnification Agreement and the ReSource Tool Library Lending Policies Agreement.

**3. Supervised Tool Usage:** All use of ReSource Tool Library tools must be supervised by an Authorized Person. In addition to, and without limiting the Waiver and Indemnification Agreement, by signing this agreement: (a) Members and their Authorized Persons acknowledge that if ReSource Tool Library tools are to be used by non-Members and/or non-Authorized Persons on Member projects, the Member will accept full liability for such usage; (b) Organizations borrowing tools must ensure that any minors working on projects using ReSource Tool Library tools have obtained written parental consent to participate on such projects, and the Member organization agrees to accept full responsibility and liability for the use of ReSource Tool Library tools by minors.

**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.

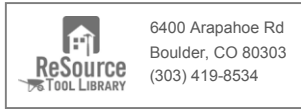
**5. Waiver of Liability for Tool Manufacturing or Maintenance Defects:** Without limiting the Waiver and Indemnification provided by the Member, the Member agrees that the ReSource Tool Library is not responsible for any manufacturing defects in quality of workmanship or materials or any faulty maintenance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

**9. Reservation of Tools:** In general, ReSource Tool Library tools will be loaned on a first come, first served basis. The ReSource Tool Library will, however, accept advance tool reservations from organizational Members, whenever possible. Organizational Members can reserve tools by contacting the ReSource



Tool Library staff in person or by telephone during normal Tool Library operating hours. E-mail reservations will not be accepted. Reservations must be made at least 2-weeks in advance of tool pickup. If an organizational Member fails to pick up reserved tools on the assigned reservation date, the reservation will be canceled and a restocking fee of \$5 per tool will be charged.

**10. Return Date Extensions:** 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. ReSource Tool Library reserves the right to refuse or limit renewals at its discretion.

**11. 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.

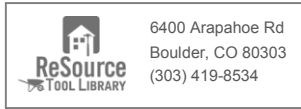
**12. Discretion to Loan:** The ReSource Tool Library reserves the right to refuse requests for Membership, or the loan of any item, at the staff's discretion.

**13. 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.

**14. Affirmation and Agreement:** I affirm that the information I have provided on the membership application is current, true, correct and acknowledge and agree that such information may be subject to verification by the CRC. I further state that that I am authorized to sign this ReSource Tool Library Lending Policies Agreement on behalf of \_\_\_\_\_ ("Organization") and 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 borrowing privileges and/or legal action against me and the Organization. I have read and signed a Waiver and Indemnification Agreement, incorporated in this agreement by this reference.

The Organization understands and agrees to the ReSource Tool Library Lending Policies.

_____	_____
Signature of Member or Authorized Person	Date of Agreement
_____	
Name of Member Organization (please print)	
_____	_____
Signature of ReSource Tool Library Staff	Date of Agreement



RESOURCE TOOL LIBRARY

**WAIVER AND INDEMNIFICATION AGREEMENT (ORGANIZATIONS)**

\_\_\_\_\_ ("Organization") recognizes the inherent dangers and risks in the transportation, loading, unloading and use of tools and acknowledges that the ReSource Tool Library has no ability and no duty to supervise, instruct, or otherwise control the 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 the Organization is borrowing are appropriate for its intended use. The Organization states that all Authorized Persons are capable and experienced in the use of the tools that the Organization is borrowing from the ReSource Tool Library, and that all Authorized Persons will assure the use of the tools for their intended purpose and maintain the tools in a safe and proper manner during the period that they are using them. The Organization will not allow any other person to use the tools that the Organization is borrowing except Authorized Persons or persons under the supervision of an Authorized Person as specified in the Membership Application and/or the Lending Policy Agreement. An Authorized Person has inspected each borrowed tool and accepts its condition, has noted all damage or defects, and has advised the ReSource Tool Library of the Organization's findings, if any.

The Organization does hereby, 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, a Colorado non-profit corporation 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 the Organization, its directors, officers, agents and employees and their successors and assigns or any other 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 the Organization borrows 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 am authorized to sign this Waiver and Indemnification Agreement on behalf of the Organization and that I have read and fully understand this Waiver and Indemnification Agreement and the Lending Policy Agreement in which this Waiver and Indemnification is incorporated by reference.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Agreement

\_\_\_\_\_  
Signature of ReSource Tool Library Staff

\_\_\_\_\_  
Date of Agreement