



Thank you for your interest in using and supporting the Phinney Neighborhood Association (PNA) Tool Lending Library. The tools in our collection are for the use by PNA members in residential repair and improvement projects and may not be used for any trade, business, rental or commercial purposes.

As we look forward, we recognize the PNA Tool Library must be a safe and sustainable program, and have made some changes, including limiting the number of individuals in our space at a time. We appreciate your support, and understanding, as we figure out how to best serve our community. Please send your suggestions and questions to krissied@phinneycenter.org.

In order to maintain our collection, we ask for a **small donation** for the use of each tool. The suggested tool donation amounts are based on one-week (7 days) periods, generally range from \$1 to \$10 per week and are consistent with the other tool libraries in Seattle. Borrowers agree to **return tools in a clean and useable condition**, and to be fully responsible for any loss or damage.

Borrower Agreement & Tool Use Policy

Updated August 5, 2020

1. **Borrowers must be current Phinney Neighborhood Association (PNA) Members** ("Member") to borrow tools from the PNA Tool Library ("Library"). The PNA is a registered 501(c)3 non-profit organization, and Membership donations are 100% tax deductible to the extent permitted by law.
2. Members must also
 - a. Be at least 18 years old for any powered tools; at least 14 years old for all non-powered tools.
 - b. Sign our updated Borrower Agreement & Tool Use Policy form;
 - c. Sign our updated Liability Waiver and Indemnification Form;
3. Only the Member is authorized to use Library tools. The Member shall not permit the use of items checked out to her/him/them by any other person unless by the express permission of the Library.
4. All rentals are for one (1) week, with the potential for renewal, based on demand for a specific item. High-demand items are not available for renewal, and may require advanced reservation.
5. 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 condition of items and to further agree to 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.
6. All tools borrowed are to be returned to the Library by close of business on their due date. Tools may only be returned during the Library's open hours.
7. A deposit may be required to encourage their prompt return. Late fees and maintenance fees may also be required for tools that are kept too long or require repair beyond normal wear and tear.
8. If a tool is returned late, the Member will be responsible for late fees. This late fee will be as specified for the item per day for every day the Library is open 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 the full replacement cost plus a \$5 administrative fee. Fines must be paid in full before borrowing additional items.

9. The Library reserves the right to use appropriate steps to retrieve delinquent tools or unpaid fines and fees, including the use of a collection agency and/or legal action and assess the delinquent Member with the cost of any such action. The Library reserves the right to forgive fees due to special circumstances.
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, she/he/they must immediately discontinue use of the tool and notify the Library of the issue on return, if not earlier.
12. Library staff may be available to assist in explaining operation of tools. However, by taking possession of an item, the Member is certifying she/he/they is capable of using that item in a safe and proper manner.
13. Members can request to be placed on a wait list for items currently checked out. Tool Library staff, volunteers, or an automated response will notify members when the waitlisted tool is available.
14. Any tool reservations will be released 30 minutes prior to closing on the day of the reservation, unless other arrangements have been made.
15. PNA Tool Library memberships are not valid at other Seattle tool libraries.
16. The Library reserves the right to refuse the loan of any item at its discretion.
17. I have read and fully understand the rules and regulations of the PNA Tool Library, 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 agree to the PNA Tool Library's Borrower Agreement & Tool Use Policy (updated August 2020).

Signature: _____

Date _____

Name (print): _____

LIABILITY WAIVER:

I agree that the PNA tool library, the Phinney Neighborhood Association, and its employees may not be held liable for any injury or property damage sustained in the process of giving assistance, or in connection with classes, workshops, training sessions, or tool demonstrations. I agree to hold the PNA, its Tool Library staff and its employees harmless from any liability or damage that might arise from the use of the tools that I borrow. I am aware that the PNA, its Tool Library staff and its employees claim no expertise and make no representation concerning the fitness of any tool for any particular use.

Signature: _____

Date _____

Name (print): _____

For PNA Use Only

Membership expiration date _____

Member User Name _____