

EXHIBIT A: SOUTHWEST PORTLAND TOOL LIBRARY (SWPTL) – LENDING POLICY (INDIVIDUALS)

1. Membership: Only Members of SWPTL are eligible to borrow tools. To become a Member, borrowers must:
 - (a) Complete a Membership Application and Agreement (Exhibits A and B in this document),
 - (b) Present a valid, government-issued photo ID AND proof of residency represented by official mail or document containing your current SW/S/NW Portland address (e.g., utility bill, mortgage statement, lease agreement, insurance statement, or auto registration) that falls within the SWPTL service area,
 - (c) Agree to comply with the terms of this Lending Policy,
 - (d) Sign the SWPTL Waiver and Indemnification Agreement, and
 - (e) Although there is no membership fee, SWPTL does suggest a \$20.00 sign-up donation to help support this valuable community, non-profit, all-volunteer-run resource.
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 SWPTL.
3. Only Members May Use Tools: Only Members are permitted to use tools from SWPTL. Members may not permit any other person to use items that the Member has checked out.
4. Borrowing Tools: Members may borrow up to seven tools at a time, for a period of seven days.
5. Proper Use and Safety: Each Member agrees that by taking possession of any tool (or other item) from SWPTL, they are certifying that they are capable of using that tool or item in a safe and proper manner. The Member agrees that SWPTL 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 SWPTL.
6. Waiver of Liability for Tool Manufacturing or Maintenance Defects: Without limiting the Waiver and Indemnification provided by the Member, the Member agrees that SWPTL is not responsible for any design defects in borrowed tools, manufacturing defects in quality of workmanship or materials in borrowed tools, or any faulty maintenance of any borrowed tools.
7. 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, notify SWPTL and return the tool at the next scheduled SWPTL opening.
8. Condition of Tools at Return: All borrowed items must be returned to SWPTL at junction of SW Bertha Boulevard and SW Capitol Highway, Portland, Oregon during scheduled hours of operations. All tools must 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 oil and/or lubrication levels, if applicable). SWPTL staff will evaluate and assess any damaged or broken tools upon return. If determined repairable, Members will be charged a repair fee, not to exceed 50% of the replacement cost of the tool. If tools are deemed damaged or broken beyond repair, Member will be charged a replacement fee, not to exceed the replacement cost of the tool. The Member agrees to accept SWPTL staff's assessment of the condition of the returned items and the amount of fair restitution for damage or replacement of items, and to pay any such amount at the time of check-in.
9. Due Date for Return of Tools, Fees and Fines, Replacement: Tools are due within the first hour SWPTL is open, on the date the tool is due. Tools may be returned only during the normal operating hours of SWPTL. If items are not returned on or before the due date/time, fines will be accrued until items are returned to SWPTL. SWPTL may replace severely delinquent tools, holding the Member responsible for full replacement costs of the tool. All fines and fees must be paid before Members can renew or borrow additional tools. The Member further agrees to accept SWPTL staff's assessment of fair restitution for delinquency and/or loss of items. SWPTL may, at its sole discretion, suspend or terminate The Member's membership in SWPTL and suspend The Member's borrowing privileges if tools are delinquent more than 4 weeks. The Member is responsible to pay SWPTL the replacement cost for any lost or stolen tools.
10. Reservation of Tools, Return Date Extensions: All tools will be loaned to individual Members on a first-come, first-served basis. SWPTL will not accept advance reservations for tool checkouts. Members may be allowed to extend their tool borrowing periods for an additional week beyond originally scheduled return dates, depending on the availability of like tools for other Members to borrow. Because tool availability is not assured, Members must bring their tools into SWPTL to request a borrowing extension. SWPTL maintains a live, up-to-date, online tool inventory on its website at www.swptl.org/the_tools. SWPTL reserves the right to refuse or limit renewals at its discretion.
11. Right to Retrieve Delinquent Tools: All tools and equipment borrowed from SWPTL shall remain the property of SWPTL. SWPTL 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. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Lending Policy, the Membership Application and Agreement, or the Waiver and Indemnification Agreement, to rescind any of the foregoing, to enforce SWPTL's rights under any of the foregoing, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.
12. Discretion to Loan: Borrowing tools and material from SWPTL is a privilege afforded to the Members of SWPTL. SWPTL reserves the right, at its sole discretion, to suspend the borrowing privileges of any Member who fails to abide by this Lending Policy. SWPTL may refuse requests for membership, or the loan of any item, at SWPTL's sole discretion. Members may appeal adverse decisions and suspensions in writing to SW Trail's board of directors: swtrails.org/organization/board-members/.
13. Governing Law; Intent; Severability; Headings: This document is governed by the laws of the State of Oregon, without regard to any conflicts of laws or principles. 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. Compliance and Modifications: The membership and borrowing privileges of all SWPTL Members are subject to the provisions of this Lending Policy, and failure to comply with this Lending Policy may result in revocation of membership in SWPTL, loss of borrowing privileges, or legal action, as appropriate. SW Trail's board of directors may from time to time, in its sole discretion, modify this Lending Policy, and all SWPTL Members will be subject to any such modified version.

EXHIBIT B: SWPTL WAIVER AND INDEMNIFICATION AGREEMENT

I, _____ (print name), acknowledge and agree to the following provisions of this Waiver and Indemnification Agreement:

1. I am capable and experienced in the use of the tools that I am borrowing from Southwest Portland Tool Library (SWPTL), I will use the tools for their intended purpose, and I will maintain the tools in a safe and proper manner until I return the tools to SWPTL.
2. I recognize the inherent dangers and risks in the transporting, loading, unloading, and the use of tools. I acknowledge that SWPTL has 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.
3. The borrowing of tools from SWPTL is subject to SWPTL's Lending Policies, as in effect and amended from time to time.
4. I will not allow any other person to use the tools that I am borrowing. I have inspected each borrowed tool and accept its condition, have noted all damage or defects, and notified SWPTL of my findings, if any. I accept the tools in their present AS-IS condition. I acknowledge that SWPTL makes no representations or warranties as to the condition of the tools and disclaims all warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. In consideration of being permitted to borrow tools from SWPTL, I, on my own behalf and on behalf of my heirs, assigns, successors, executors, and estate, agree to assume all the risks and responsibilities surrounding my borrowing of the tools, the transportation of the tools, and in any activities I may undertake in connection with the tools borrowed from SWPTL, and in advance release, waive, forever discharge, and covenant not to sue SWPTL, SW Trails and PBOT (collectively, the "Released Parties", to include all of the past, present, and future directors, officers, employees, and volunteers of each of SWPTL, SW Trails, and PBOT), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the Released Parties, or otherwise, while in, on, upon, or in transit to or from the location where the tools may be used, or in connection with the use of the tools, whether on my own property, SWPTL's property, or the property of any third party. It is my express intent that this release and waiver shall bind the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a release of the above-named Released Parties. I further agree to save and hold harmless, indemnify, and defend the Released Parties from any claim by third parties arising out of, or in connection with, my borrowing, use, or transportation of the tools borrowed from SWPTL.
6. I affirm that the information I provided on the attached Membership Application and Agreement is current, true, and correct and may be subject to verification by SWPTL. I agree to keep SWPTL informed of changes in my personal contact information.
7. I have read, fully understand, and agree to comply with this Waiver and Indemnification Agreement (above) and the SWPTL Lending Policy (on the front of this form). Failure to comply with the provisions of the SWPTL Lending Policy may result in revocation of my membership rights, loss of borrowing privileges, or legal action against me.

Last Name (*please print*)

First Name

Email

Home Address

Zip Code

Phone Number

By signing this Membership Application and Agreement, I acknowledge that (1) the information provided is true and correct as of the date of this Membership Application and Agreement; (2) I have read, signed, and agree to comply with the terms of the Waiver and Indemnification Agreement, set forth in **Exhibit B** above and (3) I have read and agree to comply with the terms of SWPTL's Lending Policy, set forth in **Exhibit A** (on the front of this form).

Signature of Member

Date

Copies of SWPTL's Lending Policy and Waiver and Indemnification Agreement are also available on SWPTL's website, at <http://www.swptl.org/SWPTL-lending-agreement.pdf>, and are available in hard-copy format from SWPTL at junction of SW Bertha Boulevard and SW Capitol Highway, Portland, Oregon.

SWPTL USE ONLY:

PHOTO ID TYPE (driver's license, passport, etc.)

PHOTO ID NUMBER

ADDRESS VERIFICATION TYPE (utility bill, lease agreement, etc.)

VOLUNTEER NAME