



OFFICE OF SUSTAINABILITY

Making It Greener, Together

508 Lakeland Road

Blackwood, NJ 08012

## Camden County Tool Library

### Tool Policy, Indemnification and Hold Harmless Agreement

1. Members must be age 18 or over to borrow tools from the Camden County Tool Library ("Library"). Prior to borrowing tools, all Members must (a) complete a Membership Application; (b) a valid photo identification with address; and sign this Tool Policy, Indemnification/Hold Harmless Agreement form.
2. **Only the Member that borrows the Library tool(s) is authorized to use such Library tool(s).** The Member shall not permit the use of tools checked out to him or her by any other person. Library staff is available to assist in explaining how to operate the tools.
3. Members will generally not be charged for borrowing any tool. However, the Library reserves the right to charge fees for a select number of tools with consumable parts.
4. **All tools borrowed are to be returned to the Library no later than seven days after the tool is borrowed.** This applies to tools checked out during any of our open hours, including weekend hours when available. Tools may only be returned during the Library's open hours.
5. The Library reserves the right to use appropriate steps to retrieve delinquent tools or unpaid late fees, including the use of a collection agency and/or legal action and assess the delinquent Member with the costs of any such action.
6. **Renewal of tools: Power tools and ladders may not be renewed.** Other tools may be renewed if (a) the Member contacts the Library prior to the date the tool is due, and (b) no other Member has reserved the tool. The Library reserves the right to refuse or limit tool renewals and will do so based on demand.
7. The Member agrees that the Library is not responsible for any tool's manufacturing or design defects in quality of workmanship or materials inherent in any borrowed tools.
8. The Member agrees that if any borrowed tool appears unsafe or in a state of disrepair while in the possession of the Member, he or she shall immediately discontinue use of the tool. The Member shall notify the Library and return the tool immediately if the Library is open, or if the Library is closed, the Member shall return the tool during the Library's next business day.
9. **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.**
10. The Member agrees to pay for the loss of or damage to any tool and further agrees to accept the Library's assessment of the condition of tools. The Member agrees to the Library's assessment of fair restitution for damage, dirtiness, delinquency and/or loss of tools in part or in total. This restitution amount could equal the full replacement cost of the tool plus a \$5.00 administrative fee. The Library reserves the right, in its sole discretion, to refuse the loan of any tool.

I hereby certify that I am capable of using the tools I am borrowing. I will use the tools I am borrowing in a safe and proper manner. I affirm that the information that I have provided on the membership application is current, true, and correct. I understand that this information may be subject to verification. I further state that I have read and fully understand the Tool Policy of the Camden County Tool Library, and I understand that failure to comply with any of these Policy rules may result in revocation of my borrowing privileges and/or legal action against me.



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Signature

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Date

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Print Name

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

On behalf of myself and my heirs, successors and assigns, and in consideration of being permitted to borrow tools from the Camden County Tool Library, I assume all risk of and responsibility for, and agree to release, indemnify, and hold harmless the County of Camden and its officials, employees, agents and volunteers, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, including myself, which shall arise from or result directly or indirectly from the use of or possession of any and all Camden County Library Tools I have borrowed from the Camden County Tool Library.

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Signature

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Date

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Print Name

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Camden County Tool Library Volunteer or Staff member