

Neighbors Building Brightmoor

Tool Bank Liability Waiver

Updated: 3/16/2019



1. PHYSICAL CONDITION OF RENTAL EQUIPMENT

You acknowledge that prior to taking the rental equipment, you examined it and saw it in operation (if appropriate). You acknowledge that the equipment is in good working condition except for any defect noted by the Neighbors Building Brightmoor Tool Bank ("Tool Bank"). You are responsible to return the rental equipment to the Tool Bank in the same working condition.

2. TITLE

You agree that the Tool Bank shall retain all rights to ownership and title to the equipment. You also agree that no ownership or title to the equipment is to you under the agreement and you will neither do nor permit anyone to do any act inconsistent with the Tool Bank's ownership and title to the equipment.

3. USE OF THE EQUIPMENT

You agree that you are solely responsible for the safe and proper use of the borrowed equipment. You further agree that the equipment be used only for the purpose for which the equipment was manufactured and intended. Subleasing or improper use of the equipment is strictly prohibited.

You are responsible for the use of the borrowed equipment. You assume all risk inherent to the use of the equipment and agree to assume the entire responsibility for the defense of and to pay, indemnify and hold the Tool Bank (including employees and volunteers) harmless from, and hereby release the Tool Bank from any and all claims, liability for damage to property or bodily injury (including death) resulting from the use, condition, operation, or possession of the equipment, including damage or injury caused by the negligence of Tool Bank employees and volunteers or by your reliance on incorrect or negligent representations, instructions, or advice by Tool Bank employees and volunteers.

You agree that no warranties, express or implied, including merchantability or fitness for a particular purpose, have been made by the Tool Bank in connection with the equipment. In no event shall the Tool Bank be liable for special, direct, indirect, or consequential damages in connection with this agreement.

You agree to make every reasonable effort to prevent unauthorized third parties from using Tool Bank tools and equipment. You agree to indemnify the Tool Bank for any liability as a result of damage or injury caused to a third party or unauthorized third party use of tools or equipment. You are responsible for repair costs or replacement of tools and equipment damaged by unauthorized third party use.

4. RESPONSIBILITY FOR EQUIPMENT

You are responsible for the equipment from the time it is rented by you until it is returned. Your responsibility includes but is not limited to ensuring the proper oil levels are maintained and proper fuel or fuel oil mix is used, if applicable. If the equipment is lost, stolen or damaged under any circumstances while being used, regardless of fault, you shall be responsible for all charges to replace or repair equipment including any labour costs.

5. LOADING AND UNLOADING OF EQUIPMENT

In the event that the Tool Bank's employees or volunteers assist in loading or unloading of the equipment, you assume this risk of and hold the Tool Bank harmless from any property damage or personal injuries in connection with loading and/or unloading.

6. EQUIPMENT FAILURE AND REPAIR

You agree to immediately discontinue the use of the equipment should it become unsafe or in any state of disrepair, and you agree to notify the Tool Bank of the facts surrounding such occurrences. The Tool Bank may, in its sole discretion, make the equipment operable within a reasonable time or provide you with a similar piece of equipment, if available, or adjust the borrowing charges as applicable. This provision does not relieve you from the obligation imposed by other sections of this agreement. In all events, the Tool Bank shall not be responsible for any injury or damage, including consequential damage, resulting from the failure or defect of any rental equipment.

7. RETURN OF THE EQUIPMENT

a. The equipment is loaned to you subject to this agreement for rental charges and for the period printed on this agreement. Late fees set out in the Tool Bank Rules and Borrowing Policies will apply if equipment is kept longer than the agreed upon borrowing period.

b. If this agreement has not been extended and you fail to return the equipment when due, or you default on your obligation hereunder, the Tool Bank may take such steps as permitted by law to:

i. retake the equipment at any time to protect its ownership of the equipment and its interest under this agreement; and/or

ii. secure the reasonable value of the equipment based on the condition of the equipment at the beginning of the rental period. In such event, you shall reimburse the Tool Bank for all costs incurred, including without limitation, reasonable legal fees;

c. Notwithstanding any retaking of equipment by the Tool Bank and/or payment of the reasonable value of the equipment as described above, you shall be responsible for amounts due and unpaid by you to the Tool Bank under this agreement, including the amount incurred by the Tool Bank arising as a result of or in connection with the retaking of equipment as provided for in this clause. In addition, you acknowledge that the failure to return equipment within the contracted time and the sale or concealment of the equipment are prohibited and that such action may constitute a crime. In this event, the Tool Bank, in addition to any action it may take, may notify authorities or take other action including the filing of criminal complaints subjecting you to possible criminal prosecution. You acknowledge that the Tool Bank are entitled to take any or all of the actions specified in 7(a) or 7(b) without recourse.

I have read and agree to the terms and conditions in this Liability Waiver.

MEMBER FULL NAME (PRINT):

MEMBER SIGNATURE: _____

DATE: _____

WITNESS FULL NAME (PRINT):

WITNESS SIGNATURE:

DATE: _____