



Tool Library Membership Agreement & Tool Use Policy

Thank you for joining the Safety Harbor Tool Library. Please complete the information below and return to The Tool Library. Upon approval, your membership will be activated. Welcome!

Name _____

Address _____

Phone _____

Are you at least 18 years of age? ____ **YES** ____ **NO**

I, _____ (the "Borrower") hereby agree to the following terms and conditions applicable to my participation in the Safety Harbor Tool Library:

1. Borrower must be age 18 or over to borrow tools from the Safety Harbor Tool Library.
2. Prior to borrowing tools, Borrower must (a) sign the Safety Harbor Tool Library Release, a copy of which shall be provided with this application; (b) sign this Tool Library Membership Agreement & Tool Use Policy; and (c) have their Pinellas Public Library Cooperative ("PPLC") library card confirmed by staff.
3. Safety Harbor Public Library (the "Library") staff is not available to assist in explaining operation of tools. By taking possession of any tool, the Borrower is certifying that he or she is capable of using it in a safe and proper manner.
4. Only the Borrower is authorized to use Safety Harbor Tool Library tools. The Borrower shall not permit the use of tools checked out to him or her by any other person. It is the sole responsibility of the Borrower to ensure no unauthorized person uses the Safety Harbor Tool Library tools.
5. The Tool Library is open for use on Thursday, Friday, and Saturday during specified hours. Standard rental period is seven days. All tools borrowed must be returned to the Library by close of business on the assigned due date.
6. If a tool is returned late, the Borrower is responsible for a late fee. This late fee is \$2 per day, and is capped at \$10. The Library may replace severely delinquent tools, not returned within 30 days of the due date, holding the Borrower responsible for the full replacement cost. Any outstanding fines must be paid in full before Borrower may borrow additional tools. The Tool Library reserves the right to change the late fee and cap at any time in the sole discretion of the Library.

7. The Tool 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 Borrower with the costs of any such action, including reasonable attorney's fees and costs. The Library also reserves the right to forgive fees due to special circumstances.

8. Borrowers may renew each tool rental once if no others have reserved the tool. The Library reserves the right to refuse or limit renewals and will do so based on demand.

9. The Borrower agrees that the Library is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed tools.

10. The Borrower agrees that if any borrowed tool becomes unsafe or in a state of disrepair, he or she must immediately discontinue use of the tool and notify the Library of the issue on return, if not earlier.

11. All tools are to be returned in the same (or better) condition as they were issued, excluding normal wear and tear. **All tools must be returned clean.** The Borrower agrees to pay for the loss of or damage to any tool and further agrees to accept the Library's assessment of condition of tools and to further agree 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. Borrowers who do not pay replacement costs are banned from checking out further tools.

12. The Tool Library reserves the right to refuse the loan of any tool at its sole discretion.

13. The Tool Library reserves the right to alter or amend any of the rules, terms, or conditions included in this Membership Agreement in its sole discretion.

14. I affirm that the information that I have provided on this Tool Library Membership Agreement & Tool Use Policy is current, true, and correct. I understand that this information may be subject to verification.

15. I have read, fully understand, and agree to the rules and regulations of the Safety Harbor Tool Library contained herein and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges. I have read and signed the Safety Harbor Tool Library Release relinquishing any and all claims against the Safety Harbor Public Library and the City of Safety Harbor.

I have read and agree to abide by Safety Harbor Tool Use Policy. _____

Name: _____

Signature: _____

Date ____/____/____

PPLC Library Card # _____