

Tool Library Membership Agreement

This Tool Library Membership Agreement (“Agreement”) is entered into between Chippewa Valley Tool Library, a nonprofit organization (“Tool Library,” “we,” “us”), and the undersigned individual or organization (“Member,” “you”). By signing this Agreement, you acknowledge and agree that your use of the Chippewa Valley Tool Library and any tools or equipment belonging thereto are subject to the terms and conditions set forth in this document.

1. Purpose

The Tool Library exists to share tools and equipment with members of the community in order to promote affordability, skill-building, and mutual support.

2. Eligibility and Membership

- Membership is open to individuals or organizations approved by the Tool Library. Use of tools from the Chippewa Valley Tool Library is allowed only by individuals of at least 18 years of age which have signed a copy of this Agreement. Use of Tools from the Chippewa Valley Tool Library by children under the age of 18 is strictly prohibited.
- Membership is non-transferable.
- Proof of identity and/or address may be required.
- Membership may be suspended or revoked for violations of this Agreement.

3. Membership Term and Fees

- Membership begins on the date of approval and continues for one year.
- Membership fees, if any, are set by the Tool Library and are non-refundable except as required by law.
- Reduced-fee or free memberships may be available based on need or volunteer service.

4. Borrowing Privileges

- Members may borrow tools subject to availability, borrowing limits, and loan periods set by the Tool Library.
- All tools must be returned on or before the due date, clean, and in the same condition as received (normal wear excepted). Failure to comply can result in cleaning/repair fee or revocation of borrowing privileges.

- Late fees, damage fees, or replacement costs may apply. A Late Fee for any past due items of one dollar (\$1.00) per day will be charged to Member's account until items are returned.

5. Proper Use of Tools

- Members agree to use tools safely, responsibly, and only for their intended purpose.
- Members will follow all instructions, safety guidelines, and manufacturer recommendations.
- Members will not modify, lend, or sublease tools to non-members. Chippewa Valley Tool Library is not responsible, and therefore indemnified, for any harm or damage resulting in violation of this condition. Membership of Chippewa Valley Tool Library is only valid after you read and sign Liability Waiver and Membership Agreement.

6. Assumption of Risk

- Tool use involves inherent risks, including injury, property damage, or death.
- Members voluntarily assume all risks associated with borrowing and using tools from the Tool Library.

7. Waiver and Release and Indemnification

Waiver and Release: Member hereby acknowledges and agrees that using power and other tools can be an inherently dangerous activity and carries a risk of injury or death to persons, including Member, and a risk of damage to property. Member hereby waives and releases any and all claims of liability for negligence against the Tool Library for personal injury or death arising out of the use of any tool or tools used by Member belonging to the Tool Library. Member further waives and releases any claim for negligence against the Tool Library for damage to Member's property while using any tool belonging to the Tool Library.

Member acknowledges that using power and other tools can be a dangerous activity to himself/herself and others and for himself/herself, and personal representatives, heirs, and next of kin, hereby releases, waives, discharges and covenants not to sue the Tool Library and its agents, lessees, employees, volunteers, personal representatives, assigns, heirs and next of kin (hereinafter "Releasees") for any and all loss or damage, and any claim or damage therefore, on account of injury to the person or property of Member or injury resulting in the death of Member or otherwise while Member is using any tool or tools borrowed from or belonging to the Tool Library.

Member hereby assumes full responsibility for and risk of bodily injury, death or property damage or otherwise while using any tool or tools borrowed from or belonging to the Tool Library. Member expressly agrees that this release and waiver is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin and that if any portion of

this section is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Indemnification of the Tool Library: Member hereby agrees to defend, indemnify and hold harmless the Tool Library, its employees, volunteers, and agents from and against any and all claims, lawsuits, losses, liabilities, penalties, damages, claims, judgments, costs and expenses, including without limitation attorneys' fees, whatsoever arising out of the exercise of the rights under this Agreement by Member or based upon any act or omission on the part of any of Member or Member's employees, servants, agents, guests, and invitees, in relation thereto.

The Tool Library shall not be liable, in any manner, shape or form for injury or damage to any person or persons or property arising out of rights granted under this Agreement or the use of the tools thereunder. Member agrees to defend and hold the Tool Library harmless against all costs, expenses, liabilities, losses, fines, penalties, claims and demands, arising out of any violation or act of default of Member in the conditions and covenants of this Agreement. Member shall indemnify the Tool Library from all liability, loss, or damage claims or obligations resulting from any injuries or losses of this nature.

8. Responsibility for Loss or Damage

- Members are responsible for loss, theft, or damage to tools while they are checked out.
- Repair or replacement costs will be determined by the Tool Library based upon the Tool Library's actual cost of repair or replacement of the damaged tool or equipment. If the Tool Library performs repairs, an hourly labor cost will be added to Member's charges.

9. Training and Tool Restrictions

- Certain tools may require orientation and/or training by Tool Library before borrowing. Said tools cannot be loaned to Member without training and written record thereof.
- The Tool Library reserves the right to restrict access to tools based on experience, safety concerns, or misuse.

10. Member Conduct

- Members will treat staff, volunteers, and other members with respect.
- Unsafe, abusive, or discriminatory behavior will not be tolerated.

11. Termination of Membership

- The Tool Library may suspend or terminate membership for violations of this Agreement or failure to pay fees.
- The Member may terminate membership, in writing, at any time but remains responsible for outstanding fees or unreturned tools.

12. Privacy

Member information will be used only for Tool Library operations and will not be shared except as required by law.

13. Governing Law

This Agreement shall be governed by the laws of the state of Wisconsin.

14. Entire Agreement and Modifications

This Agreement constitutes the entire understanding between the parties and may be updated by the Tool Library with notice to Members via email. Paper copies will also be available onsite for review and signature.

Member Acknowledgment

I have read and understand this Membership Agreement. I agree to follow all rules and policies of the Tool Library and acknowledge the risks associated with tool use.

Member Name: _____

Signature: _____ **Date:** _____

Address: _____

Phone / Email: _____