



_____ Last Name

_____ SFHRTL ID #

Borrower's Agreement - Please PRINT Clearly

_____ Last Name _____ First Name

_____ Home Address _____ Zip

_____ Phone: Home _____ Work _____ Cell

_____ Email: (please PRINT)

_____ New Mexico ID (Driver's License #)

_____ Utility Bill Verification (SFHRTL Staff/Volunteer Name)

**Santa Fe Habitat ReStore Tool Lending Library
WAIVER and INDEMNIFICATION AGREEMENT**

I, _____ (*print name*), state that I am capable and experienced in using the tools I am borrowing, and that I will use the tools I am borrowing in a proper manner.

I, _____ (*print name*), do hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow tools, waive any and all liability, loss claims, and demands against the Santa Fe Habitat ReStore Tool Lending Library, its officers, directors, employees, and agents for any injury or injuries to me or my property of any nature that I may suffer or incur in the use of the tools that I am borrowing from the Santa Fe Habitat ReStore Tool Lending Library.

I, _____ (*print name*), hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow tools, agree to release and indemnify and hold harmless the Santa Fe Habitat ReStore Tool Lending Library, its officers, directors, agents, and employees from any and all liability, loss, claims, and demands, actions or causes of action for the death or injury to any persons and for any property damage suffered or incurred by any person which arises or may arise or be occasioned in any way from the use of tools I am borrowing from the Santa Fe Habitat ReStore Tool Lending Library.

I agree that this waiver and indemnification agreement is intended to be as broad and inclusive as the laws of the state of New Mexico and if any portion of it is determined to be invalid, I agree that the remainder shall continue in full force and effect. I affirm that the above information is current, true and correct and may be subject to verification. I further state that I have read and fully understand the rules and regulations of the Santa Fe Habitat ReStore Tool Lending Library and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges and/or legal action against me. I have read and understand this form.

_____ Signature

_____ Date of Agreement

Borrowing Rules

1. Only residents of Santa Fe and Santa Fe County over the age of 18 are eligible to borrow tools from the Santa Fe Habitat ReStore Tool Lending Library (SFHRTLL).

Borrowers must register with SFHRTLL prior to borrowing tools. Registration includes \$20.00 annual fee, the completion of an application form and verification of the borrower's identity and Santa Fe residency. Verification is accomplished by presenting a valid photo ID (preferably driver's license) and proof of residency such as a recent utility bill or current lease. The address on the photo ID does not have to match the proof of residency address but the proof of residency must be current such as a utility bill from the last month or two and it must show residency in Santa Fe County.

Additionally, the borrower must sign a form of WAIVER AND INDEMNIFICATION to be provided by the Library.

2. SFHRTLL staff will make available upon request materials such as manuals (if available). However, by taking possession of any item, the borrower is certifying that he or she is capable of using that item in a safe and proper manner.
3. Only the borrower is authorized to use SFHRTLL tools. The borrower shall not permit the use of items checked out to them by any other person unless by the express permission of the SFHRTLL.
4. The borrower agrees that the Santa Fe Habitat ReStore Tool Lending Library is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed tools.
5. The Borrower agrees that if any borrowed tool becomes unsafe or in a state of disrepair, they will immediately discontinue use of the tool and notify SFHRTLL of the issue on return, if not earlier.
6. Tools must be returned within 7 days of them being loaned and during SFHRTLL open hours. There will be late fees levied for each item kept past the loan period in the amount of **\$5.00 daily** for power tools, ladders and wheel barrows and **\$1.00 daily** for hand tools.
7. **Tools may be renewed after they are returned to the Tool Library!**
8. All items are on a first come, first serve basis.
9. Items are to be returned in the same condition as they were issued, barring normal wear and tear. All items must be returned clean. The borrower agrees to pay for the loss of or damage to any item and further agrees to accept SFHRTLL staff's assessment of condition of items and to further agree to SFHRTLL staff's assessment of fair restitution for damage, dirtiness, delinquency and/or loss of items in part or in total. This restitution amount could equal replacement cost of the item plus handling and processing fees.
10. When tools are not returned by the designated due date, the SFHRTLL will issue an overdue notice. **If the tools are not returned after the notice has been sent, appropriate steps will be taken to retrieve them, including the use of a collection agency and/or legal action.** SFHRTLL may replace severely delinquent tools, holding borrower responsible for full replacement cost plus applicable handling fees. Fines must be paid in full before borrowing additional items.
11. SFHRTLL retains the right to refuse the loan of any item to any person for any reason whatsoever.