



CTL BORROWING POLICY UPDATED October 2023

1. Only the Member is authorized to use Cville Tool Library (CTL) tools.
2. Members must be 18 years old or over.
3. Prior to borrowing tools, all Members must: (a) complete the CTL Safety Training; and (b) sign the Waiver and Indemnification Form
4. By borrowing an item, a Member is certifying that they are capable of using that tool safely and properly.
5. All tools borrowed are to be returned to CTL by close of business on their due date. You can specify that you are borrowing for two weeks if you think you'll need the tool(s) that long.
6. Members may renew each tool once as long as there is no hold or waiting list for the tool. Renewals can be done by contacting CTL prior to the due date. You can call or text us at 434 257 3537 or email us at info@cvilletoollibrary.com.
7. If you reserve a tool and do not pick it up on the date reserved, the reservation will be automatically canceled unless you contact us requesting a revised pick-up date, in which case your pick up date will be revised as long as there is no hold or waiting list for the tool.
8. We count on timely return of tools so that all of us can share. If you are unable to return a tool on the due date, it is important that you contact us to request a renewal and to inform us of any extenuating circumstances. This allows us to communicate with other members who may have reserved the tool(s) you have. If you do not return tools on their due date and do not communicate with us, your borrowing privileges will be suspended until all items are returned.
9. Borrower is responsible for the full replacement cost to replace tools that are damaged due to severe misuse or neglect. This cost must be paid in full before borrowing additional items.
10. We may make special arrangements with users who regularly need tools for limited periods that don't interfere with other members' access (for instance Sundays). These arrangements will be approved by the Advisory Board and documented in writing.
11. CTL reserves the right to use appropriate steps to retrieve delinquent tools (borrowed tools that have not been returned and that we have had no communication regarding when they will be returned.).
12. The Member agrees that CTL is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed tools.
13. The Member agrees that if any borrowed tool becomes unsafe or in a state of disrepair, they must immediately discontinue use of the tool and notify CTL of the issue.
14. All tools are to be returned clean and in the same or better condition as they were issued, barring normal wear and tear.
15. Each membership can have a secondary member who can borrow and pick up tools from the same account. The primary person on the account is responsible for the tools and tool usage. The secondary must also sign this borrowing policy. Tools that require training necessitate the primary member to come sign and check this out the first time.
16. If a member needs to have someone else pick up a tool for them, the member must text the CTL phone at 434-257-3537 with the name of the person picking it up. The member is responsible for the tool and all tool usage.
17. CTL reserves the right to refuse the loan of any item at its discretion.

I have read this policy and accept all terms:



MEMBER WAIVER OF INDEMNIFICATION

I 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 do hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow tools, waive any and all claims based on negligence or any other conduct, not amounting to intentional conduct or reckless, wanton, or gross behavior against the Cville Tool Library, its directors, officers, employees, volunteers, and any other agents for any injury or injuries of any nature that I may suffer or incur in the use of the tools that I am borrowing from the Cville Tool Library.

I do 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 Cville Tool Library, its directors, officers, employees, volunteers, and any other agents from any and all liability, loss, claims, and demands, actions or causes of action based on negligence or any other conduct, not amounting to intentional conduct or reckless, wanton, or gross behavior 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 Cville Tool Library.

I am aware that the Cville Tool Library, its partners, directors, officers, members, and employees claim no expertise and make no representation concerning the fitness of any tool for any particular use.

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 Cville Tool 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 signed a Waiver and Indemnification form, relinquishing any and all claims based on negligence or any other conduct, not amounting to intentional conduct or reckless, wanton, or gross behavior against the Cville Tool Library, its directors, officers, employees, volunteers, and any other agents.

--- Legalese Begins ---

Customer (hereinafter "Customer" means anyone borrowing equipment facilitated by Cville Tool Library) agrees that in no event shall Cville Tool Library be liable to the Customer for any damages arising out of or connected with the borrowed equipment (hereinafter "Tool(s)") and/or use of this Tool(s) loan. Lender (hereinafter "Lender" means anyone lending their personally owned equipment facilitated by Cville Tool Library) agrees that in no event shall Cville Tool Library be liable to the Lender for any damages arising out of or connected with the borrowed equipment (hereinafter "Tool(s)") and/or use of this Tool(s) loan.

Customer will review the specifications of the Tool(s) and will be aware of its limitations and uses. Customer is responsible for knowing the applicable laws and regulations related to use of the Tool(s).

Customer acknowledges that the Tool(s) may be dangerous if improperly used and Customer assumes full responsibility for the use of the Tool(s). Misapplication of the Tool(s), injury of any type sustained or damage to the Customer's facility or to the Tool(s) shall be the Customer's sole responsibility.

Customer assumes full responsibility for the return to Lender of the Tool(s) and all accessories in full working order. Customer agrees that any damaged or lost Tool(s) shall be replaced by Customer with the identical make and model equipment within thirty (30) days of the return date of such Tool(s). In the event Customer, does not comply with this replacement policy, Customer agrees to pay Lender the full retail value of the Tool(s), as determined in the discretion of Cville Tool Library and Lender.



IN NO EVENT SHALL CVILLE TOOL LIBRARY BE LIABLE TO THE CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM OR RELATED TO LOSS OF USE AND/OR PROFITS, DOWNTIME COSTS, OR CLAIM OF THIRD PARTY, WHETHER ON ACCOUNT OF DEFECTS, PERFORMANCES, NON-PERFORMANCES, DELAYS, PROPERTY DAMAGES OR OTHERWISE.

The governing law for this Customer Agreement shall be the laws of the Commonwealth of Virginia and Customer submits to the exclusive jurisdiction of and venue in the state and federal courts sitting in Albemarle County in the state of Virginia.

In the event that any of the provisions of this Customer Agreement shall be held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or part shall to that extent be deemed not to form part of this Customer Agreement but the validity and enforceability of the remainder of this Customer Agreement shall not be affected.

No modification or waiver of the terms of this Customer Agreement shall be effective. This agreement applies to all tools in the Cville Tool Library.

--- Legalese Complete ---

This is a tool lending library. You are lending your tools to, and borrowing your tools from, your neighbors, friends, acquaintances, and/or the nice guy or gal down the street. Treat the equipment like it was your own, return things on time, if you break it you bought it, and be easy to communicate with.