



# MOUNT RAINIER COMMUNITY TOOL SHED

## Borrowing Application (Page 2)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
TODAY'S DATE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

### General Tool Lending Library Information:

- **Location: 3601 Bunker Hill Road -- Phone Number: (301) 779-0133**
- **Library is open year round with staggered hours**
- **CHECK OUT –Any time during hours of operation**
- **CHECK IN – Any time during hours of operation**
- You may can also call for an appointment to check out or check in tools/equipment

**Maintenance Fee:** the \$5 non-refundable fee will help defray the costs associated with tool/equipment maintenance, and blade sharpening. **THE COMMUNITY TOOL SHED CAN ONLY ACCEPT CASH, MONEY ORDERS OR CASHIERS CHECK FOR DEPOSITS AND DONATIONS.**

### Community Tool Shed Lending Guidelines:

ONLY Mount Rainier residents, businesses, property owners, and community groups may borrow these tools **FREE** of charge! (Homeowners, renters, or businesses borrowing selected tools and/or equipment **MUST** leave a \$50 security deposit for the tool and/or equipment in advance at City Hall. The deposit **will** be returned after the tools and/or equipment is returned, inspected and deemed returned in good condition.)

- Bring a proof of residency.
- Fill out an application.
- Sign the Waiver of Liability.
- Check out up to three (3) tools or pieces of equipment.
- Keep most tools for up to two days (With prior arrangements the tool or tools may be kept for up to seven (7) days.) **There is a late fee of \$5.00 for each late tool for each day the tool is late.**
- Tools borrowed on Saturday may be kept until Tuesday.
- Tools must be cleaned and returned to the Community Tool Shed during its open hours of operation.
- Equipment/tools returned in unclean or broken condition may result in the user not being allowed to borrow tools and/or equipment from the Community Tool Shed in the future. A \$5 cleaning fee will be charged.
- Borrower is responsible for any injury to self or others, or damage to his/her property or the property of others occurring from the use of Mount Rainier Community Tool Shed.
- Borrower is responsible for the use of tools by others/third party.
- Power tools that use fuel (gas or an oil/gas mixture) will be loaned with an accompanying fuel can. Borrowers are required to purchase their own gas or oil/gas in accordance with the instructions and user manual of the tool/equipment.

### PRESSURE WASHER ONLY:

I understand that if I am (our Organization is) working on a home that was built prior to 1978, it is possible that the paint may be lead-based. I have been provided information regarding the hazards associated with lead-based paint.

Initial \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Mount Rainier Community Tool Shed

**WAIVER of LIABILITY**

(This waiver must be signed prior to receipt of equipment and/or tools from the Tool Shed.)

In consideration of the loan by the Mount Rainier Community Tool Shed, borrower agrees to the following:

1. Borrower accepts the tools in "as is" condition.
2. Borrower agrees to indemnify and hold harmless the City of Mount Rainier, its departments, officers, agents, servants, employees, successors, assigns, sponsors, or volunteers from any liabilities or damages or injuries to person or property or that to a third party created by, or arising out of the acts of the Borrower or the acts or omissions of the City of Mount Rainier occurring out of the use of loaned tools as set forth in this agreement.
3. Borrower agrees to provide a deposit and acknowledges that Lender shall draw on such deposit to replace any tool not returned, or that is returned damaged (as determined by Lender in Lender's sole discretion). It is further understood that failure to return tools will not only result in the loss of deposit, but will also be investigated by the City of Mount Rainier Police Department for potential prosecution.
4. The parties hereto agree to hold the City of Mount Rainier harmless for any personal injuries or property damages concerning the undertaking and carrying out of repairs made using the listed tools, equipment, and/or supplies.
5. In taking possession of the above equipment/tools, the undersigned acknowledges that he/she understands how the equipment/tools operate and/or are used and is familiar with said operation/use. Further, the undersigned agrees not to use the equipment/tools for any other purpose than its designed use.
6. The undersigned understands and agrees that using such equipment/tools has certain inherent risks that can and do result in injury that can be serious, life limiting, and life threatening. The undersigned acknowledges and agrees that the City does not warrant the condition of any equipment/tools.
7. Borrower assumes responsibility for the use of loaned equipment under this agreement. Any use of loaned equipment by any other party, with or without the permission of the Borrower, is at the express responsibility of the Borrower.
8. Borrower acknowledges that he/she has read and understood the foregoing items and conditions of this release and the undersigned affirms he/she has all requisite power and authority to enter into this agreement on behalf of Borrower.

\_\_\_\_\_  
**BORROWER'S SIGNATURE**

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
**DATE**

\_\_\_\_\_  
**BORROWER'S NAME (PRINT)**