

Northeast Portland Tool Library ("NEPTL") LENDING POLICY (INDIVIDUALS)

Effective June 1, 2013

1. Membership: Only members of NEPTL are eligible to borrow tools. To become a member, borrowers must:

- (a) Complete a Membership Application and Agreement,
- (b) Present a valid, government-issued photo ID **AND** proof of residency represented by official mail or document containing your current NE Portland address (e.g., utility bill, mortgage statement, lease agreement, insurance statement, or auto registration) that falls within NEPTL service area,
- (c) Agree to comply with the terms of this Lending Policy
- (d) Sign the NEPTL Waiver and Indemnification Agreement, and
- (e) Although there is no membership fee, NEPTL does suggest a \$12.00 sign-up donation to help support this valuable community, non-profit, all volunteer run resource.

2. Member qualifications: Members must possess a valid driver's license, State-issued I.D. card, or passport, and be age 18 or older to borrow tools from NEPTL.

3. Only Members May Use Tools: Only Members are permitted to use tools from NEPTL. Members may not permit any other person to use items that the Member has checked out.

4. Borrowing Tools. Members may borrow up to seven tools at time, for a period of seven days.

5. Proper Use and Safety: Each Member agrees that by taking possession of any tool (or other item) from NEPTL, he/she is certifying that he/she is capable of using that tool or item in a safe and proper manner. The Member agrees that NEPTL has no control over the manner in which borrowed tools are operated during the loan period. Members shall not remove any operational or safety instructions from tools or items borrowed from NEPTL.

6. Waiver of Liability for Tool Manufacturing or Maintenance Defects: Without limiting the Waiver and Indemnification provided by the Member, the Member agrees that NEPTL is not responsible for any design defects in borrowed tools, manufacturing defects in quality of workmanship or materials in borrowed tools, or any faulty maintenance of any borrowed tools.

7. Return of Damaged Tools: The Member agrees that if at any point the borrowed tool becomes unsafe or in a state of disrepair, the Member will immediately discontinue use of the tool, notify NEPTL and return the tool at the next scheduled NEPTL opening.

8. Condition of Tools at Return: All borrowed items must be returned to NEPTL at 5431 NE 20th Ave, Portland, Oregon during scheduled hours of operations. All tools must be returned clean, and in the same condition as they were issued, barring normal wear and tear. The Member will maintain the equipment during the lending period (including but not limited to maintaining proper oil and/or lubrication levels, if applicable). NEPTL staff will evaluate and assess any damaged or broken tools upon return. If determined repairable, Members will be charged a repair fee, not to exceed 50% of the replacement cost of the tool. If tools are deemed damaged or broken beyond repair, Member will be charged a replacement fee, not to exceed the replacement cost of the tool. The Member agrees to accept NEPTL staff's assessment of the condition of returned items and the amount of fair restitution for damage or replacement of items, and to pay any such amount at the time of check-in.

9. Due Date for Return of Tools, Fees and Fines, Replacement: Tools are *due within the first hour* NEPTL is open, on the date the tool is due. Tools may be returned only during the normal operating hours of NEPTL. If items are not returned on or before the due date/time, fines will be accrued at *\$2.00 / week / item EXCEPT the welders and table saws which are \$5.00 / week.* until items are returned to NEPTL. NEPTL may replace severely delinquent tools, holding the Member responsible for full replacement costs of the tool. *All fines and fees must be paid before Members can renew or borrow additional tools.* The Member further agrees to accept NEPTL staff's assessment of fair restitution for delinquency and/or loss of items. *NEPTL may, at its sole discretion, suspend or terminate a members membership in NEPTL and suspend the member's borrowing privileges if tools are delinquent more than 4 weeks.* Members are responsible to pay NEPTL the replacement cost for any lost or stolen tools.

10.Reservation of Tools, Return Date Extensions: All tools will be loaned to individual Members on a first come, first served basis. NEPTL will not accept advance reservations for tool checkouts. Members may be allowed to extend their tool borrowing periods for an additional week beyond the originally scheduled return dates, depending on the availability of like tools for other Members to borrow. Because tool availability is not assured, Members must bring their tools into NEPTL to request a borrowing extension. NEPTL maintains a live, up-to-date, on-line tool inventory on its website at www.neptl.org/the_tools. NEPTL reserves the right to refuse or limit renewals at its discretion.

11.Right to Retrieve Delinquent Tools: All tools and equipment borrowed from NEPTL shall remain the property of NEPTL. NEPTL reserves the right to use any and all appropriate steps to retrieve delinquent tools or seek payment for unpaid fines and fees, including the use of a collection agency and/or legal action. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Lending Policy, the Membership Application and Agreement, or the Waiver and Indemnification Agreement, to rescind any of the foregoing, to enforce NEPTL's rights under any of the foregoing, to recover any tools borrowed by a member of NEPTL, or otherwise with respect to the subject matter of the foregoing, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

12.Discretion to Loan: Borrowing tools and material from NEPTL is a privilege afforded to the Members of NEPTL. NEPTL reserves the right, at its sole discretion, to suspend the borrowing privileges of any Member who fails to abide by this Lending Policy. NEPTL may refuse requests for membership, or the loan of any item, at NEPTL's sole discretion. Members may appeal adverse decisions and suspensions in writing to NEPTL's board of directors at the above address.

13.Governing Law; Intent; Severability; Headings: This document is governed by the laws of the State of Oregon, without regard to any conflicts of laws principles. If any portion of this document is held as not enforceable or valid, the remaining portions shall remain in full force and effect. All section headings are provided for convenience only.

14.Compliance and Modifications: The membership and borrowing privileges of all NEPTL members are subject to the provisions of this Lending Policy, and failure to comply with this Lending Policy may result in revocation of membership in NEPTL, loss of borrowing privileges, or legal action, as appropriate. NEPTL's board of directors may from time to time, in its sole discretion, modify this Lending Policy, and all NEPTL members will be subject to any such modified version.