

SHARE

A LIBRARY OF THINGS

An Adventure: From enterprise

Borrower's Agreement & Items Use Policy

- 1 Members must be age 18 or over to borrow items from SHARE A Library of Things.
- 2 Prior to borrowing items, all Members must (a) complete a Membership Application; (b) sign the Waiver and Indemnification Form; and (c) have their residence confirmed by SHARE volunteer or member of the staff. Completing a Membership Application includes the completion of the Membership Application form and verification of the Member's identity.
- 3 SHARE staff are available to assist in explaining operation of items. However, by taking possession of any item, the Member is certifying that he or she is capable of using that item in a safe and proper manner.
- 4 Only the Member is authorized to use SHARE items. The Member shall not permit the use of items checked out to him or her by any other person unless by the express permission of the SHARE.
- 5 Members will not be charged for borrowing any item, but may make a donation.
- 6 All items borrowed are to be returned to SHARE by close of business on their Return Date.
- 7 Members may renew each item if (a) the Member contacts SHARE by noon on the day that the Return Date, and (b) no other Member has reserved the item. SHARE reserves the right to refuse or limit renewals. **SHARE will only be liable to you for loss or damage caused by our negligence in failing to tell you about a known fault.** We will not be liable for faults of which we are not aware of. **Other than this SHARE exclude all liability for death or personal injury** caused by our negligence or breach of contract. Because we are not a business, the risk to you is greater than if you were paying to hire something or buy it.
- 8 The Member agrees that SHARE is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed items. Each time you take an item out you must check it visually before you take it, and make other checks for any faults that you may be able to identify before using it. The Member agrees that if any borrowed item becomes unsafe or in a state of disrepair, he or she must immediately discontinue use of the item and notify SHARE
- 9 If you are borrowing electrical equipment you must check the visible wires and plug for any damage before use. If you are using the item outside, moving it about, or using it in circumstances where it may encounter water, anything sharp or other electrical wiring, you must use a circuit breaker.
- 10 All items are to be returned in the same (or better) condition as they were issued, barring normal wear and tear. All items must be returned clean. The Member agrees to pay for the loss of or damage to any item and further agrees to accept the SHARE's assessment of condition of items and to further agree to the SHARE's assessment of fair restitution for damage, dirtiness, delinquency, and/or loss of items in part or in total. SHARE reserves the right to refuse the loan of any item at its discretion.
- 11 If SHARE is not the owner of the item and only facilitates contact between you and the Owner, SHARE accepts no liability for the condition of any item or any loss or damage resulting from your use of it.
- 12 If you borrow an item and with our agreement pass it on to another Borrower before it is returned to us and booked in, you remain liable to us for the return and condition of the object until it is returned to us. If you collect an item from another Borrower with our agreement that will also be on the terms of this Agreement.
- 13 I affirm that the information that I have provided on the Membership Application is current, true, and correct. I understand that this information may be subject to verification.
- 14 I further state that I have read and fully understand the rules and regulations of SHARE, 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 against SHARE. Please check the box and add your signature to the space provided on the Membership Form, acknowledging that you have read and agree to SHARE's Item Use Policy.

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Liability Waiver

The items in our collection are for the use of SHARE members. Out of respect for future users, please take care of the items you borrow and report any damage to SHARE immediately. Though borrowers are responsible for damage that they have caused, we promise not to be angry. If you feel compelled to return them in better condition than when you borrowed them, that would be highly appreciated.

Your Statements – READ THIS CAREFULLY EVERY TIME YOU BORROW ANYTHING

I am capable and experienced in using the items I am borrowing, and that I will use the items I am borrowing in a proper manner. I am aware that SHARE, its partners, directors, officers, members, and employees claim no expertise and make no representation concerning the fitness of any item for any particular use.

I, do hereby for myself, on behalf of my successors and assigns, **waive any and all claims against SHARE, its officers, agents, and employees for any injury or injuries of any nature that I may suffer or incur in the use of the item that I am borrowing from SHARE except those caused by a defect known to SHARE and not made known to me.**

I agree to release and indemnify and hold harmless SHARE, its officers, 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 items I am borrowing from the SHARE.

I have read and fully understand the rules and regulations of SHARE 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.

Note – the following defects have been made known to me or identified by me on collection.

Note – the following defects have been identified by me whilst using this item

Signature _____ Date: ____ / ____ / ____

Name (print): _____

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Membership Application

Thank you for joining SHARE A Library of Things. Please complete the information below and return to SHARE. Upon approval, your membership will be activated. Welcome!

Your Information

Name _____

Address _____

City _____

Postcode _____

Phone _____

Email _____

Are you at least 18 years of age? ____ YES ____ NO

How did you hear about SHARE? _____

I have read and agree to abide by SHARE **Borrower's Agreement & Items Use Policy**.

I agree to bring back items on time, and be responsible for any Fine. I understand that failure to do this may result in the revocation of borrowing approval.

Signature

Date of Agreement

SHARE will not share your personal details with anyone else, and will not sell them to people who make annoying cold calls, or send you junk emails or text messages.

(Please provide SHARE representative with either: One accredited form of ID (eg, Drivers License, Passport)
Or two documents stating your name & address (ex. Utility bill, bank statement, etc)

SHARE Use Only

Date ____ / ____ / ____

Staff _____

ID # _____
