

# Klamath Tool Library Lending Policy

## 1. Only Members May Use Tools

- Only Members are permitted to use tools from the Klamath Tool Library (KTL). Members may not permit any other person (including family members) to use items that the Member has checked out.

## 2. Borrowing Tools

- Members may borrow up to 7 tools at a time, for a period of 7 days.

## 3. Proper Use and Safety

- Each Member agrees that by taking possession of any tool from KTL, the Member is certifying that they are capable of using that tool in a safe and proper manner. The Member agrees that KTL 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 the KTL.

## 4. Waiver of Liability for Tool Manufacturing or Maintenance Defects

- Without limiting the Waiver and Indemnification provided by the Member, the Member agrees that KTL 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.

## 5. 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 KTL by phone or email and return the tool at the next scheduled KTL open date.

## 6. Condition of Tools at Return

- 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.
- KTL staff will 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 KTL 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.

## **7. Due Date for Return of Tools, Fees and Fines, Replacement**

- Tools must be returned only during the normal days of operation. If items are not returned on or before the due date/time, fines will be accrued at a daily rate until items are returned to KTL.

## **8. Overdue Fines**

- Hand tools with no or few moving parts: \$1/week overdue fee
  - Small power tools (i.e. palm sanders, drills) and reel mowers (non-powered push type mowers): \$3/week, \$0.50/day
  - Mid-sized power tools (i.e. belt sanders, grinders, sawzalls): \$5/week, \$0.75/day
  - Large power tools (i.e. compounding miter saw): \$7/week, \$1.25/day
  - Table Saws: \$10/week, \$1.50/day
  - Cider Presses: \$15/week, \$3.50/day
- All fines and fees must be paid before the Member can renew membership or borrow additional tools. The Member further agrees to accept KTL staff's assessment of fair restitution for delinquency and/or loss of items.
  - Membership may be suspended or terminated if tools are late more than 4 weeks. Members are responsible to pay KTL the replacement cost for any lost or stolen tools.

## **9. Reservation of Tools, Return Date Extensions**

- All tools will be loaned to individual Members on a first come, first served basis. KTL will not accept advance reservations for tool checkouts.
- If you plan to use a tool longer than 7 days, leave a voicemail or send an email that includes your name, which tools you are requesting an extension for, and any other pertinent information. Please note that some renewals cannot be honored, and the late tools will begin to rack up late fees.

## **10. Right to Retrieve Delinquent Tools**

- All tools and equipment borrowed from KTL remain the property of KTL. KTL reserves the right to use appropriate means to retrieve delinquent tools or seek payment for unpaid fines and fees. KTL also reserves the right to forgive fines and fees due to special circumstances.

## **11. Discretion to Loan**

- Borrowing tools and material from KTL is a privilege afforded to the Members of KTL. KTL reserves the right, at its sole discretion, to suspend the borrowing

privileges of any Member who fails to abide by this Lending Policy. KTL may refuse requests for membership, or the loan of any item, at KTL's sole discretion. Members may appeal adverse decisions and suspensions in writing to in writing to the Klamath Tool Library Manager at the above address.

## **12. 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.

## **13. Compliance and Modifications**

- The membership and borrowing privileges of all KTL 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 KTL, loss of borrowing privileges, or legal action, as appropriate. Klamath Sustainable Communities board of directors may from time to time, in its sole discretion, modify this Lending Policy, and all KTL members will be subject to any such modified version.