



Tool Lending Library Application

1471 N. Benton Ave Springfield, MO 65802
417-888-2020

Name: _____ Phone: _____

Address: _____ Zip Code: _____

Email: _____ Preferred method of communication: *Phone Email Mail*

Other household members authorized to checkout items: _____

How did you hear about the Tool Lending Library? _____

Neighborhood you live in: _____ Do you belong to a neighborhood association? *Yes No*

Membership Fee: \$ _____ Membership Type: *New Renewal* Payment Method: *Check Cash Money Order*

As a member of Community Partnership's Tool Lending Library, I have been given a copy of, have read and understand, and agree to abide by the Community Partnership's Tool Lending Library's Operating Policies. I understand that my ability to borrow tools from the Tool Lending Library is conditioned on my adherence to those policies, and I accept the obligations, responsibilities, liabilities, and possible penalties that may be placed on me when I borrow tools from Community Partnership's Tool Lending Library. As a precondition of my membership, and as a critical part of this application, I understand that I must sign a **Release of all Claims**. By signing the **Release of all Claims**, I understand that I waive important legal rights that I may have by agreeing to indemnify and hold harmless Community Partnership of the Ozarks, its volunteers, representatives, and any and all of its agents and employees from all claims, suits, and action of any nature and description for or on account of any injury, damage, or liability to person or property arising from the rental or use of the tools I may borrow from its Tool Lending Library.

I understand that when I borrow any tool I will have to complete, and consent to, a separate lending library agreement and release form. I further understand that if I fail to comply with this membership agreement of the Tool Lending Library policies, my membership may be suspended or terminated by Community Partnership of the Ozarks. I understand the **Release of all Claims** and have signed it as part of this application. I have received a copy of this agreement, the Tool Lending Library policies, and a sample lending agreement.

_____ *Applicant's Initials*

Signed: _____ Date: _____
Applicant

Received by: _____ Date: _____
Community Partnership Employee



Tool Lending Library Release of all Claims

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For and in consideration of the mutual promises and agreements set forth in the lending agreement, executed this _____ day of _____, 20____ by and between _____, (the "Borrower") and Community Partnership of the Ozarks (CPO) located at 1471 N. Benton Springfield, MO 65802, said borrower does hereby forever release and forever discharge CPO and all of CPO's representatives from all claims.

As used in this release of all claims, the term "representatives" means all past and present officers, directors, employees, volunteers, agents, attorneys, and others in their individual capacities, as well as any corporate capacity, acting on behalf of CPO.

As used in this release of all claims, the term "all claims" means every cause of action, claim for relief, suit, or right to payment or other performance, from the beginning of time through the date of this release of all claims, for which liability would be imposed or relief would be granted in any legal or equitable action or proceedings, whether such cause of action, claim for relief, suit, or right to payment or other performance be sustainable or groundless, known or unknown, asserted or unasserted, developed or undeveloped, liquidated or non-liquidated, contingent or absolute, several, joint, or joint and several, offensive or defensive, or reduced to judgment or not; and whether such claim, cause of action, claim for relief, judgment, suit, or right to payment or other performance be in contract, quasi contract, restitution, or in tort, or for breach of regulatory or statutory duty, or for breach of any other kind of duty whatsoever.

This release of all claims shall be construed as broadly as possible against the undersigned borrower and in favor of CPO so as to forever release and forever discharge CPO and its representatives to the broadest and maximum extent permitted by law in accordance with mutual intentions of the undersigned borrower and CPO.

The borrower agrees that no promises have been made to him or her that are not expressly written in this release. By signing this release, the borrower is not relying on any statement or representation made by CPO or by any of CPO's agents, employees, or attorneys. The borrower is only signing this after considering whether to do so in his or her own judgment or after having obtained the advice of an independent attorney.

The borrower further warrants that s/he is at least 18 years of age and legally competent to execute this release. The borrower further represents that s/he has read this release fully, asked any questions s/he may have had, and understands the legal effects of it before s/he voluntarily signed this document.

CAUTION: BY SIGNING THIS DOCUMENT YOU AGREE TO GIVE UP IMPORTANT LEGAL RIGHTS YOU COULD HAVE. READ THIS DOCUMENT CAREFULLY; IF YOU HAVE ANY QUESTIONS WE STRONGLY RECOMMEND THAT YOU CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS RELEASE OF ALL CLAIMS.

I have read and understood the foregoing Release of all Claims and agree to its terms.

Signed: _____ Date: _____
Applicant

Received by: _____ Date: _____
Community Partnership Employee



Tool Lending Library Operating Policies

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MEMBERSHIPS

Memberships are not for use by contactors or individuals for trade. Any misuse may lead to termination of the Tool Lending Library membership. Memberships are limited to residents of the City of Springfield and have duration of one year.

BORROWING TOOLS

Members will be issued a membership card, which must be presented in order to check out tools. Tools will not be lent out without the member presenting his or her card.

Due to high demand and limited availability, some tools may not be available for several days. Your check out term will be one week unless a longer check out term is authorized by a CPO Employee. This is dependent upon demand. If you borrow a tool and it stops working, is damaged, or is missing a part **RETURN IT IMMEDIATELY. ANY MODIFICATION OF ANY TOOL MAY RESULT IN THE MEMBER PAYING FOR A REPLACEMENT TOOL AND HIS OR HER MEMBERSHIP BEING REVOKED.**

Visit commpartnership.org or call Community Partnership at 417- 888 -2020 to check on tool availability. Tools may be picked up or returned between 3:00 PM and 6:00 PM on Wednesdays and by appointment only on other weekdays at the Community Partnership Neighborhood Resource Center: 1471 North Benton Springfield, MO 65802.

RETURNING TOOLS

Tools must be returned to the Tool Lending Library in the same condition they were lent. If there is any damage or if any parts of the tool are missing, the Tool Lending Library may bill the member for repair or replacement and their membership may be revoked.

LOADING AND UNLOADING

Members are responsible for the loading and unloading of tools. If a Community Partnership employee assists in loading and/or unloading materials/tools, the member assumes all risk and Community Partnership is not liable for any property damage or personal injuries of the member and/or Community Partnership staff.

Members must have an appropriate vehicle to transport the equipment they are borrowing to and from the Tool Lending Library.

I have read, understand, and agree to abide by Community Partnership's Tool Lending Library Operating Policies.

Signed: _____

Date: _____