



TOOL LENDING LIBRARY



Greater Des Moines Habitat for Humanity ReStore • 2200 E Euclid Ave • Des Moines, IA 50317 • 515-309-0224

Mission: The Tool Lending Library of Greater Des Moines Habitat for Humanity provides access, empowerment, and engagement to the region's residents who seek to improve and maintain their homes.

MEMBERSHIP APPLICATION

Name: _____ DOB: _____
 Last *MI* *First*

Spouse: _____ DOB: _____
 Last *MI* *First*

Address: _____ City, State, Zip _____

Home Phone: _____ Work Phone: _____ Cell: _____

Email address: _____

Employer: _____ Phone: _____

Address: _____ City, State, Zip _____

How many properties do you own? _____ Are you a GDM Habitat Partner Family? Yes No

Are you a homeowner? Yes No What is your annual household income? _____

Do you plan to use borrowed tools on any homes other than your own? Yes No

All applications must be accompanied by a valid photo Government I.D.

By my signature below, and my initials herewith, I:

Applicant's Initials

Represent and acknowledge that I have been given a copy of, have read, understand, and have signed the Greater Des Moines Habitat for Humanity, Inc. Tool Lending Library's Membership Agreement (the "Membership Agreement") as of the date of this application.

Acknowledge and understand that the Greater Des Moines Habitat for Humanity, Inc. Tool Lending Library (the "Tool Lending Library") may, without notice, revoke my status as a member of, and thereby void and nullify any and all rights associated with such membership, the Tool Lending Library if I do not, in the sole discretion of the Tool Lending Library, adhere to the Membership Agreement, or if I make any misrepresentations to the Tool Lending Library.

Accept and agree to the obligations, responsibilities, liabilities, and penalties that arise out of my membership with the Tool Lending Library and as otherwise set forth in the Membership Agreement.

Agree to execute a Release and Waiver of Liability (the "Release"), and, by doing so, I acknowledge and understand that I waive important legal rights to which I may otherwise be entitled by agreeing to release, indemnify and hold harmless Greater Des Moines Habitat for Humanity, Inc., its volunteers, representatives, directors, officers and any and all of its agents and employees, from all claims, suits, and actions of any nature and description for or on account of any injury, damage, or liability to persons or property arising from the rental or use of the tools I may borrow from the Tool Lending Library.

Acknowledge and understand that when I borrow any tool I will have to complete, and consent to, a separate Tool Lending Library Release form.

Represent and acknowledge that I have been given a copy of, have read, understand, and have signed the Release as of the date of this application.

Signed: _____ Date: _____

FOR OFFICE USE ONLY:			
Homeownership Verified:	_____	Assessed Value of Home:	_____
		Membership Fee:	_____
Processed By:	_____	Date Processed:	_____



TOOL LENDING LIBRARY



Greater Des Moines Habitat for Humanity ReStore ▪ 2200 E Euclid Ave ▪ Des Moines, IA 50317 ▪ 515-309-0224

RELEASE AND WAIVER OF LIABILITY

This RELEASE AND WAIVER OF LIABILITY (this "Release") is executed as of _____, 20____ by _____ in favor of Greater Des Moines Habitat for Humanity, Inc., a non-profit corporation organized and existing under the laws of the State of Iowa, and its representatives, directors, officers, employees, volunteers, and agents (collectively, the "Organization").

I desire to become a member of the Organization's Tool Lending Library (the "Tool Lending Library") and utilize the benefits of the Tool Lending Library, which include, but are not limited to, the borrowing and usage of tools owned by the Tool Lending Library and other ancillary benefits (the "Membership"). In exchange for the Membership, and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress execute this Release and agree to the following terms:

1. Assumption of Risk. I am aware and understand that Membership, including the usage of any and all tools, may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks. I acknowledge that I am voluntarily participating in the Membership and have considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury, harm, or loss that I may incur as a result of, in whole or in part, the Membership.

2. Release and Waiver. I hereby fully and forever release and discharge the Organization from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from or relate to the Membership. I covenant not to make or bring any such claim or demand against the Organization, and fully and forever release and discharge the Organization from liability under such claims or demands.

I UNDERSTAND THAT THIS RELEASE DISCHARGES THE ORGANIZATION FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THE ORGANIZATION WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE ORGANIZATION OR OTHERWISE.

4. Insurance. I UNDERSTAND THAT THE ORGANIZATION DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE OF ANY NATURE IN THE EVENT OF MY INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF MY PROPERTY.

5. Indemnification. I hereby agree to indemnify, defend, and hold harmless the Organization from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of my negligence, recklessness, or willful misconduct in connection with the Membership.

7. Miscellaneous. I hereby agree that this Release represents the full understanding between the Organization and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of the Organization and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

8. Governing Law. I hereby agree that this Release is intended to be as broad and inclusive as permitted, and that this Release shall be governed by and interpreted in accordance with the internal laws of the State of Iowa, without reference to any choice of law doctrine.

I represent and warrant that I am at least 18 years of age and legally competent to execute this Release. I further represent and warrant that I have read this Release in full, have had the opportunity to ask questions about it, and understand the legal effects of this Release. BY SIGNING THIS RELEASE YOU VOLUNTARILY AGREE TO GIVE UP SUBSTANTIAL LEGAL RIGHTS TO WHICH YOU MAY OTHERWISE BE ENTITLED. WE ADVISE YOU TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS RELEASE IF YOU DO NOT UNDERSTAND ANY PROVISION HEREOF.

Signature

Print Name

Date



TOOL LENDING LIBRARY



Greater Des Moines Habitat for Humanity ReStore ▪ 2200 E Euclid Ave ▪ Des Moines, IA 50317 ▪ 515-309-0224

MEMBERSHIP AGREEMENT

This MEMBERSHIP AGREEMENT (this “Agreement”) is executed as of _____, 20____ by and between _____ (the “Member”), and Greater Des Moines Habitat for Humanity, Inc., a non-profit corporation organized and existing under the laws of the State of Iowa (the “Organization”).

TERMS AND CONDITIONS

- 1. Membership Application.** Member represents and warrants that the information provided by Member on the Membership Application is true and correct in all material respects, as of the time of completion of such Membership Application. Member understands that Member, if an individual, must present a valid form of photo identification issued by a governmental entity. If Member is a non-profit organization, (i) Member understands that Member must present a copy of its IRS Determination Letter and (ii) Member’s Membership Application must be duly executed by an authorized officer of such Member.
- 2. Membership Fee.** In exchange for Member’s membership in the Greater Des Moines Habitat for Humanity, Inc. Tool Lending Library (the “Tool Lending Library”), Organization shall charge, and Member shall pay, an annual membership fee in accordance with the schedule of membership fees then in effect with the Organization. Such membership fee may be dependent on Member’s annual household income, subject to adjustment for a variety of factors, also in accordance with the schedule of membership fees then in effect with the Organization. In any case, the maximum annual membership fee shall be \$200.
- 3. Membership.** Membership in the Tool Lending Library allows the Member and his/her Spouse (if disclosed on the Membership Application) to borrow tools and equipment (collectively, “Tools”) made available by the Tool Lending Library, subject at all times to (i) availability, (ii) compliance in all respects with this Agreement, and (iii) a valid and executed Release and Waiver of Liability on file with the Organization. Member will be issued a membership card by Organization (the “Membership Card”), which Member shall present at the time of borrowing.
- 4. Revocation of Membership.** Organization reserves the sole and unilateral right to, solely within its own discretion, terminate or otherwise revoke any membership at any time for any reason. In no case shall the membership fee be refunded or prorated in the case of such termination or revocation.
- 5. Borrowing Tools.** Member must present his or her Membership Card and photo identification at the time of borrowing each Tool. Tools shall not be lent without the foregoing documents. Member may request a replacement Membership Card if lost, stolen, or destroyed; however, Organization makes no representation as to the time necessary to supply such replacement Membership Card. **Any and all Tools borrowed from the Tool Lending Library may be used only in connection with the Member’s owned home. Tools may not be loaned or otherwise given for use to any other person or entity, nor may they be used in connection with any work or projects located at a site other than the Member’s owned home. For purposes of clarity, membership is not allowed to contractors, renters, landlords, or individuals for trade.**

If, at any time, a Tool malfunctions, is damaged, or otherwise stops functioning properly, Member shall return such Tool to Organization immediately. Member shall not attempt to repair or otherwise modify such Tool.

Member is at all times responsible for the return of any and all Tools in the state in which the Member took possession of such Tool from Organization. If Tools are damaged or not returned to Organization, Member shall be responsible for the full cost of repair or replacement, whichever is determined by Organization.

Organization reserves all ownership rights to the Tools. If any Tool is not returned to Organization by Member within 10 calendar days of such Tool's due date, Member acknowledges and agrees that Organization is authorized to take any such recourse it deems appropriate, including, without limitation, the filing of a police report, the pursuit of legal action, and/or repossession of the Tool(s).

6. **Deposit.** A deposit is required prior to Member's borrowing of any Tool (the "Deposit"). Additionally, certain Tools are subject to a cleaning deposit (the "Cleaning Deposit"). The amounts of such Deposits and Cleaning Deposits shall be set by Organization from time to time, and Member may inquire as to same. Deposits and Cleaning Deposits may be made by credit card or cash. Deposits shall be returned to Member if the relevant Tool is timely returned to Organization without damage, modification, and missing parts. Cleaning Deposits shall be returned to Member if the relevant Tool is returned in a clean, neat state, in the determination of Organization. **IN NO MANNER OR AMOUNT IS MEMBER'S LIABILITY FOR ANY TOOL LIMITED BY THE AMOUNT OF A DEPOSIT OR CLEANING DEPOSIT.**

7. **Additional Fees.** Organization shall charge, and Member shall pay, a daily late fee for each Tool returned after its applicable due date. Due dates shall be fixed by Organization. **The late fee is \$5 per day.** Late fees shall accrue for each calendar day, regardless of the day of week or whether Organization is open or closed for business. Late fees must be paid in full before Member may borrow any other Tool.

8. **Release and Waiver of Liability.** This Agreement is subject to, in all respects, the Release and Waiver of Liability executed by Member. In addition, Member hereby fully and forever releases and discharges Organization from, and expressly waives, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from or relate to the loading, unloading, or transport of Tools.

7. **Miscellaneous.** Member hereby agrees that this Agreement represents the full understanding between Organization and Member and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between the parties, with respect to the subject matter hereof. If any term or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Agreement is binding on and inures to the benefit of Organization and Member and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Agreement.

8. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Iowa, without reference to any choice of law doctrine.

I represent and warrant that I am at least 18 years of age and legally competent to execute this Agreement. I further represent and warrant that I have read this Agreement in full, have had the opportunity to ask questions about it, and understand the legal effects of this Agreement. **BY SIGNING THIS AGREEMENT YOU VOLUNTARILY AGREE TO GIVE UP SUBSTANTIAL LEGAL RIGHTS TO WHICH YOU MAY OTHERWISE BE ENTITLED. WE ADVISE YOU TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT IF YOU DO NOT UNDERSTAND ANY PROVISION HEREOF.**

Signature

Print Name

Date