



3083 Main Street
Buffalo, NY 14214
www.ourheights.org/uhtl

Membership Application

Member Information

Name _____

Address _____

Phone (____) _____ Email _____

How did you hear about the Tool Library? _____

What tools would you most like to borrow from the Tool Library?

What home improvement/repair projects are you planning to use borrowed tools for?

Are you at least 18 years of age? Yes No

References

Reference 1

Name _____

Address _____

Phone _____

Reference 2

Name _____

Address _____

Phone _____

Optional Information

The following information is not required and used for statistical purposes only.

Gender _____ Age _____ Are you a Homeowner? Renter?

Tool Library Use Only
Member ID# _____ Date _____
Staff _____
ID _____
Verify Add. <input type="checkbox"/> Verify Member <input type="checkbox"/>
Notes _____

Tool Lending Agreement

1. Only residents of the City of Buffalo who are over the age of 18 are eligible to borrow tools from the University Heights Tool Library (UHTL) as well as the other branches of the Buffalo Tool Library.
2. Prior to borrowing tools, all Members must (a) complete a Membership Application; (b) pay a membership fee; and (c) verify his/her identity and residency. Verification is accomplished by presenting a valid photo ID and utility bill, both displaying a Buffalo address. In the event that the Member's photo ID does not display a Buffalo address, a second ID or piece of mail must be produced to verify residency. Additionally, the Member must sign this Tool Lending Agreement and a form of Waiver and Indemnification to be provided by the Tool Library.
3. Members will be authorized a Membership Card. If the card is lost or stolen, the Member is responsible for reporting the loss or theft immediately. If a report is not made, the Member will be held responsible for any tools borrowed with a lost or stolen card.
4. Only the Member is authorized to use Tool Library tools. The Member shall not permit the use of items checked out to them by any other person unless by the expressed permission of the Tool Library.
5. For those unfamiliar with a particular tool, safety training classes are available (visit www.buffalotoollibrary.org for more information) Tool Library staff is also available to assist in explaining operation of tools, and will make available upon request materials such as manuals (if available). 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.
6. Necessary equipment for the safe and proper operation of tools will be provided unless the Member specifically declines this equipment on this form.
7. The Member agrees that the Tool Library is not responsible for any manufacturing defects in the quality of workmanship or materials inherent in any borrowed tools.
8. The Member agrees that if any borrowed tool becomes unsafe or in a state of disrepair, he/she will immediately discontinue use of the tool and notify the Tool Library of the issue on return, if not earlier.

9. Tools may be reserved ahead of time by speaking with a Tool Library staff member and making the appropriate arrangements.
10. Members may borrow tools from any location of the Tool Library but must return tools to the location from which they were borrowed.
11. The loan period for all tools is one (1) week. All tools borrowed are to be returned to the Tool Library by closing time one (1) week from the day borrowed.
12. Late fines will be levied for each item kept past the loan period. The late fine is \$1 per tool per day, including days which the Tool Library is not open. All tools borrowed from the University Heights Tool Library must be returned to 3083 Main St. during open hours. All tools borrowed from the PUSH Buffalo Tool Library must be returned to 301 14th St. during open hours. All tools borrowed from the Buffalo ReUse Tool Library must be returned to 158 Eaton St. during open hours.
13. When tools are not returned by the designated due date, the Tool Library will issue an overdue notice. If tools are not returned after an overdue notice is issued, appropriate steps will be taken to retrieve them, including the use of a collection agency and/or legal action, the cost of which will be assessed to the delinquent member. The Tool Library may replace severely delinquent tools, holding the Member responsible for full replacement cost. Fines must be paid in full before borrowing additional items.
14. All items may be renewed once, for a second 1-week loan period, by calling the Tool Library from which the tool was borrowed and requesting a renewal in advance of the due date. If a renewal is made on the due date, the tool must be returned in person to the Tool Library in order for it to be renewed.
15. Items are to be returned in the same 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 items and further agrees to accept Tool Library staff's assessment of condition of items and to further agree to Tool Library staff's assessment of fair restitution for damage, dirtiness, delinquency and/or loss of items in part or total. This restitution amount could equal as much as replacement cost of the item.
16. The University Heights Tool Library retains the right to refuse the loan of any item to any person for any reason whatsoever.



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I, _____ (print name), 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.

I, _____ (print name), further state that I have read and fully understand the rules and regulations of the University Heights Tool Library, 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 the Tool Library, University Heights Collaborative, Buffalo ReUse, PUSH Buffalo, and MAP.

Member Signature

Date

Tool Library Staff Signature

Date



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Waiver and Indemnification

I, _____ (print name), state that I am capable and experienced in using the tools I am borrowing and that I will use the tools I am borrowing in a safe and proper manner.

I, _____ (print name), do hereby for myself, on behalf of my heirs, successors, and assigns, in consideration of being permitted to borrow tools, waive any and all claims against the Tool Library, University Heights Collaborative, Buffalo ReUse, MAP, and PUSH Buffalo for any personal injury, illness, death, or liability resulting from or arising out of the carelessness, recklessness, negligence and/or fault of the Tool Library, University Heights Collaborative, Buffalo ReUse, MAP, or PUSH Buffalo.

I, _____ (print name), hereby for myself, on behalf of my heirs, successors, and assigns, in consideration of being permitted to borrow tools, agree to release and indemnify and hold harmless and defend the Tool Library, University Heights Collaborative, Buffalo ReUse, MAP, and PUSH Buffalo, their offices, agents, volunteers, and employees from any and all liability, loss, claims, and demands, actions or cause 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 or possession of tools I am borrowing from the Tool Library.

The parties intend each provision to be severable and separate and apart from one another.

The parties agree that any and all disputes resulting in litigation will be commenced, litigated, and adjudicated only in the County of Erie, State of New York pursuant the laws of the State of New York.

Member Signature

Date

Tool Library Staff Signature

Date