

## Borrowers Agreement and Items Use Policy

This Contract is made between:

The Share Shop, A Library of Things

And

\_\_\_\_\_ (The Member)

The Member agrees to pay membership fees to The Share Shop and, in exchange, The Share Shop agrees to lend products from its inventory to the Member from time to time.

By borrowing a product, the Member agrees to be bound by the following terms and conditions:

### Terms and Conditions

1. Members must be age eighteen (18) years of age or over to borrow items from The Share Shop;
2. Prior to borrowing items, all Members must:
  - a. Complete a Membership Application; and
  - b. Sign a Liability Waiver and Indemnification Form
3. The Share Shop Staff may be able to assist with explaining operation of items. However, **by taking possession of any item, the Member warrants and represents to The Share Shop that he or she:**
  - a. **has no mental or physical incapacity that would affect his or her ability to use the item safely;**
  - b. **is experienced in using that item; and**
  - c. **is capable of using that item in a safe and proper manner.**

The Member acknowledges that these warranties and representations are legally binding.

4. Only the Member is authorized to use the borrowed item. The Member shall not permit the use of items checked out to him or her by any other person unless with the express permission of The Share Shop;
5. **The Member agrees that if there is any indication of a risk, however significant, that an item is defective in any way or unsafe to use, they will immediately discontinue use of the item and notify The Share Shop as soon as possible.**
6. All items borrowed are to be returned to The Share Shop by close of business on their return date;
7. **Any problems or issues arising from the use of the product, however minor, must be reported to the Share Shop at the time of return;**
8. Members may renew each item if:
  - a. They inform The Share Shop by 12 Middy on the return date; and
  - b. No other Member has reserved the item.
9. The Member agrees that The Share Shop, including its officers, agents and employees/volunteers shall not be liable to any person whether in contract, tort, under statute or otherwise for any injury, loss, damage, death, economic loss whatsoever suffered by the Member or any other person, whether consequential, direct or indirect, caused by or connected with the loan and use of products from The Share Shop.
10. The Member acknowledges that there are inherent risks in using the products and that the risk to the Member is greater than if the Member were paying to hire and/or buy something.
11. The Member agrees that The Share Shop is not responsible or liable for any manufacturing defects, quality of workmanship or materials in any borrowed items. **Each time the Member borrows an item, the Member must check the item visually and trial it to check that it is operational before he or she takes it. The Member agrees to make other reasonable checks for any faults that he or she may be able to identify before using the item.**
12. If the Member is borrowing electrical equipment, the Member must check the visible wires and plugs for any damage before use. If the Member is using the item outside, moving it about, or using it in circumstances where it may encounter water, anything sharp or other electrical wiring, the Member must use a circuit breaker.
13. **The Member must take ALL necessary safety precautions when using the borrowed item. Personal Protective Equipment should be worn where appropriate, including but not limited to, eye protection, ear protection, gloves, appropriate footwear, etc.**
14. **All items are to be returned in the same (or better) condition as they were when borrowed, barring normal wear and tear. All items must be returned clean.**

15. The Member agrees to pay for loss of or damage to any item and further agrees to accept the Share Shop's assessment of condition of items. The Member agrees to reimburse The Share Shop in accordance with the Share Shop's assessment of fair restitution for damage, dirtiness, delinquency, and/or loss of items in part or total.
16. The Share Shop reserves the right to introduce borrowing fees or security deposits, but agrees to provide the Member with at least 30 days' notice of any such fees or deposits.
17. The Share Shop reserves the right to refuse the loan of any item at its discretion.

**Signing clause**

I, \_\_\_\_\_ (the Member) hereby agree:

- a) to be bound by the above terms and conditions;
- b) 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;
- c) that I understand that failure to comply with any of these terms and conditions may result in revocation of my borrowing privileges and/or legal action against me; and

[For hardcopy:]

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_