



1. Membership: Only members of ORE are eligible to borrow tools.

To become a member, borrowers must:

- (a) Be an ORE member and complete a Tool Library Application.
- (b) Present a valid, government-issued photo ID AND proof of residency represented by official mail or document containing your current address (e.g., utility bill, mortgage statement, lease agreement, insurance statement, or auto registration) that falls within Central Vermont.
- (c) Agree to comply with the terms of this Lending Policy
- (d) Sign the ORE Waiver and Indemnification Agreement

2. Member qualifications:

ORE membership in good standing plus a valid driver's license, State-issued I.D. card, or passport, and be age 18 or older to borrow tools from ORE.

3. Only Members May Use Tools: Only Members are permitted to use tools. Members may not permit any other person to use items that the Member has checked out.

4. Borrowing Tools. Members may borrow up to five tools at a time or a kit, for a period of seven days unless it qualifies for a special event. Borrowers may renew if there is not a hold. Borrowers will write a deposit check of 20% or a minimum of \$5.00 whichever is higher before borrowing tools.

5. Proper Use and Safety: Each Borrower agrees that by taking possession of any tool (or other item) from ORE, he/she is certifying that he/she is capable of using that tool or item in a safe and proper manner. The Borrower agrees that ORE has no control over the manner in which borrowed tools are operated during the loan period. Borrowers shall not remove any operational or safety instructions from tools or items borrowed from ORE.

6. Waiver of Liability for Tool Manufacturing or Maintenance Defects: Without limiting the Waiver and Indemnification provided by the Borrowers, the Borrower agrees that ORE is not responsible for any design defects in borrowed tools, manufacturing defects inequality of workmanship or materials in borrowed tools, or any faulty maintenance of any borrowed tools.

7. Return of Damaged Tools:

The Borrower 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 ORE and return the tool at the next scheduled ORE opening.

8. Condition of Tools at Return: All borrowed items must be returned to ORE. All tools must be returned clean, and in the same condition as they were issued, barring normal wear and tear. The Borrower will

maintain the equipment during the lending period (including but not limited to maintaining proper oil and/or lubrication levels, if applicable).

ORE staff will evaluate and assess any damaged or broken tools upon return. If determined repairable Borrowers 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, Borrower will be charged a replacement fee, not to exceed the replacement cost of the tool. The Borrower agrees to accept ORE 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.

9. Due Date for Return of Tools, Fees and Fines, Replacement: Tools are: Due within the first day ORE is open, on the date the tool is due to ORE staff or ORE member. If items are not returned on or before the due date/time, fines will be accrued at \$2.00 / week / item, until items are returned to ORE. ORE may replace severely delinquent tools, holding the Borrower responsible for full replacement costs of the tool. All fines and fees must be paid before Borrowers can renew or borrow additional tools. The Borrower further agrees to accept ORE staff's assessment of fair restitution for delinquency and/or loss of items. ORE may, at its sole discretion, suspend or terminate member's borrowing privileges if tools are delinquent more than 4 weeks. Borrowers are responsible to pay ORE the replacement cost for any lost or stolen tools.

10. Reservation of Tools, Return Date Extensions: All tools will be loaned to individual Borrowers on a first come, first served basis. Borrowers may be allowed to extend their tool borrowing periods for an additional week beyond the originally scheduled return dates, depending on the availability of like tools for other Borrowers to borrow.

11. Right to Retrieve Delinquent Tools: All tools and equipment borrowed from ORE shall remain the property of ORE. ORE reserves the right to use any and all appropriate steps to retrieve delinquent tools or seek payment for unpaid fines and fees.

12. Discretion to Loan: Borrowing tools and material from ORE is a privilege afforded to the Members of ORE. ORE reserves the right, at its sole discretion, to suspend the borrowing privileges of any Member/ Borrower who fails to abide by this Lending Policy.