



Borrowing Policy

1. Members must be 18 years old or over to borrow and use tools from the HNL Tool Library ("HNLTL".)
2. Prior to borrowing tools, all Members must (a) complete a Membership Application; (b) sign the Waiver and Indemnification Form; and (c) have their residence confirmed by an HNLTL volunteer or staff member. Completing a Membership Application includes both the Application form and the Member's identity. Identity is confirmed by presenting a valid government issued photo ID.
3. HNLTL staff is available to assist in explaining operation of tools. 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.
4. **Only the Member is authorized to use HNLTL tools.** The Member shall not permit the use of items checked out to him or her by any other person.
5. **Members will not specifically be charged for borrowing any tool unless it is returned in a state that indicates severe neglect and misuse by the Borrower.**
6. **All tools borrowed are to be returned to HNLTL by close of business on their due date.** Tools may only be returned during HNLTL's business hours.
7. **If a tool is returned late, the Member will be responsible for late fees.** Late fees are capped at the value of the tool plus a \$10 administrative fee per tool. **If a tool is 60 days late,** Member is given 1 additional week to return/replace tools or *membership is permanently revoked*. HNLTL may replace severely delinquent tools, holding the Member responsible for the *full replacement cost* plus the \$10 administrative fee. Fines must be paid in full before borrowing additional items.
8. **HNLTL reserves the right to use appropriate steps to retrieve delinquent tools or unpaid fines and fees,** including the use of a

collection agency and/or legal action. The Member will be responsible for all associated costs of such. HNLTL also reserves the right to forgive fees due to special circumstances.

9. **Members may renew each tool once if they contact HNLTL prior to the due date;** however, HNLTL reserves the right to refuse or limit renewals and will do so based on demand.
10. The Member agrees that HNLTL is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed tools.
11. **The Member agrees that if any borrowed tool becomes unsafe or in a state of disrepair, he or she must immediately discontinue use of the tool and notify HNLTL of the issue upon return, if not earlier.**
12. All tools are to be returned in the same or better condition as they were issued, barring normal wear and tear. **All tools must be returned clean.** The Member agrees to pay for the loss or damage of any item and further agrees to accept HNLTL's assessment of condition of items and to further agree to HNLTL's assessment of fair restitution for damage, dirtiness, delinquency, and/or loss of items in part or in total. This restitution amount could equal the full replacement cost of the item plus the \$10 administrative fee.
13. HNLTL reserves the right to refuse the loan of any item at its discretion.

I affirm that the information that I have provided on the Membership Application is current, true, and correct and that this information is subject to verification.

I have read and fully understand the rules and regulations of the HNL Tool Library, and 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 HNL Tool Library and Reuse Hawaii.

Please sign the Indemnification Form on the back of your Membership Application, acknowledging that you have read and agree to the HNL Tool Library's Tool Use Policy.