



Membership Agreement

In consideration of the loan by the ToolBank USA, Inc. Affiliate, (Lender) to the Applying Agency (Borrower), of the tools and equipment (the "Equipment") and the donation of supplies and materials (the "Materials"), Borrower agrees to borrow the Equipment and use the Materials in accordance with the following terms and conditions:

- (1) Borrower accepts the Equipment and Materials in "as is" condition;
- (2) Borrower agrees to return the Equipment to Lender's warehouse at or before the return time and date agreed upon at pickup;
- (3) Borrower agrees to provide cash payment in an amount sufficient to cover the cost of the Equipment not returned, or that is returned damaged (as determined by Lender in Lender's sole discretion) with new equipment of equal value (as determined by Lender in Lender's sole discretion);
- (4) Borrower agrees to comply with all terms of this Membership Agreement and the ToolBank Service Policy, as the same may be amended from time to time;
- (5) Borrower hereby agrees, for itself, its officers and directors, employees, agents, and volunteers, their assigns, executors and administrators, to release, discharge and hold forever harmless the Lender, its officers and directors, employees, agents, volunteers and ToolBank USA, its officers and directors, employees, agents, volunteers from all claims, demands and actions for injuries sustained to Borrower or any of Borrower's officers and directors, and/or their property as a result of this Agreement or any of the Equipment or Materials loaned or used in connection herewith, and from any cause of action, claim, or suit arising therefrom. Borrower further agrees, for itself, its officers and directors, employees, agents, and volunteers, their assigns, executors and administrators to fully indemnify and hold harmless Lender, ToolBank USA and their officers and directors, employees, agents and volunteers and to defend them against all suits, judgments, actions, claims, liabilities, losses, damages, and expenses (including, but not limited to, reasonable attorneys' fees and legal expenses), arising out of, in connection with, or in any way related to the use of the Equipment including but not limited to any claims asserting product liability, wrongful death, personal injury, or damage to property relating to the Equipment;
- (6) Borrower hereby acknowledges that its use of the Materials and Equipment are (i) without an instruction or supervision, (ii) at Borrower's own risk or the risk of Borrower's officers and directors, employees, agents and volunteers, and (iii) that Lender expressly disclaims any warrant regarding the condition or fitness for particular use of any of the Equipment or Materials provided hereunder; and
- (7) Borrower attests that its use of the Materials and Equipment are strictly for volunteer and charitable purposes, that no services or materials are being provided to any recipient for any charge of cost, and that no services or materials are being re-sold or returned to any retailer, vendor or manufacturer for refund, or being used in any manner inconsistent with the Member Agreement or Lender's status as a 501(c)(3) tax deductible charitable organization;
- (8) Borrower acknowledges receipt of the documents listed above;
- (9) Borrower acknowledges that it has read and understood the foregoing terms and conditions or this release, and the undersigned affirms he/she has all requisite power and authority to enter into this Agreement on behalf of Borrower.

Name of Agency/Organization

Name of Executive Staff Person

Signature

Date