

Maine Tool Library

A Project of The Resilience Hub
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Portland, Maine 04101
PortlandMaineToolLibrary.org
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MTL BORROWING POLICY

Subscriber Eligibility

1. Only registered Subscribers may borrow tools from the Maine Tool Library (MTL). To become a Subscriber, you must:
 - a. Be at least 18 years old;
 - b. Reside in the State of Maine;
 - c. Complete the MTL Subscriber Registration;
 - d. Confirm in writing that you have read and understood and agree to abide by the MTL Borrowing Policy;
 - e. Read and sign the MTL Waiver and Indemnification Agreement;
 - f. Present a valid, government-issued photo identification (passport, driver's license, etc.) and proof of Maine residency (official letter or document including your name and address, e.g. utility bill, lease agreement, etc.) for verification by a MTL volunteer;
 - g. Make payment of the annual Subscriber Fee of \$50.00 to the MTL; and
 - h. Renew your registration and Subscriber Fee payment each year.

Tool Borrowing and Lending

2. Definition. Any item available for borrowing from the Maine Tool Library is considered a "tool" for purposes of this MTL Borrowing Policy, the MTL Subscriber Registration, and the MTL Waiver and Indemnification.
3. Discretion to Loan. Borrowing tools from the MTL is a privilege afforded at the sole discretion of MTL staff and volunteers to registered MTL Subscribers in good standing. MTL reserves the right to refuse to loan any tool to any Subscriber, or to suspend the borrowing privileges of any Subscriber for any reason, including but not limited to any perceived violation of the MTL Borrowing Policy.
4. MTL Schedule. The MTL will be open for limited weekday and weekend periods only. All tool borrowing and return must happen **only** during these scheduled openings. Tools may not be returned to the Resilience Hub office or left in any of the common spaces.
5. Borrowing Period. Any tool available at the MTL must be returned within 7 days, unless otherwise indicated.
 - Tools returned on the seventh day **should** be returned **during the first hour** of the scheduled opening.
6. Reservations, Renewals, Extensions. All tools must be returned before the end of the borrowing period. Requests for tool renewal will be accommodated to the best of our ability. Renewal requests should be emailed to mainetoollibrary@gmail.com prior to their due date. Tools may be renewed one time each. During periods of peak tool usage, the MTL reserves the right to freeze tool renewals.
7. Quantity. A Subscriber may borrow no more than eight (8) tools at any one time.

8. Late Fees. A \$0.25 late fee will be assessed for every day beyond the expiration of the borrowing period that a tool has not been returned. Late fees shall not exceed \$20.00, or the replacement value of the tool, whichever is greater. If a Subscriber incurs late fees of \$20.00, the Subscriber's borrowing privileges will be suspended until payment is made in full.
9. Right to Retrieve. All tools borrowed from the MTL remain the property of the MTL, which reserves the right to take any and all appropriate and lawful measures to retrieve unreturned tools and to secure payment of unpaid fees, including but not limited to: late fees, tool replacement costs, and attorney fees in the event legal action is pursued.

Safe and Proper Use of Tools

10. Certification of Ability. By borrowing any tool from the Maine Tool Library, the subscriber certifies that he or she is capable of using that tool in a safe and proper manner and will use the tool in a safe and proper manner.
11. Assumption of Risk. The MTL does not offer any warranties or guarantees as to the condition or safety of any tool. The MTL may, from time to time, provide access to a user manual or offer a "skill-share" session, but the MTL does not warrant that the user manual or "skill-share" session is complete, up-to-date, pertinent to the particular tool, or adequate to provide information on how to properly and safely use the tool. By execution of the MTL Waiver and Indemnification Agreement, **THE SUBSCRIBER ASSUMES ALL RISKS, BOTH KNOWN AND UNKNOWN, FOR ANY HARM OR INJURY THAT MAY RESULT FROM USE OR OPERATION OF ANY BORROWED TOOL.**
12. Use by Subscribers Only. Only registered subscribers of the Maine Tool Library may use the tool(s) borrowed. No other persons are permitted to use the tools.
13. Damage or Disrepair. In the event that any tool appears to be unsafe, damaged, or in disrepair, the Subscriber must immediately discontinue use of the tool, promptly notify MTL staff, and return the tool to the Maine Tool Library without further use of any kind.
14. Condition of Tools. All tools are loaned to, and borrowed by, MTL subscribers as is. Subscribers agree not to remove any guards, shields, or other safety features from any tool. Subscribers further agree to clean and properly maintain tools during the borrowing period and to return tools to the MTL site in at least the same quality of condition at that in which they were issued, allowing for normal wear and tear.

Modification, Compliance, Governing Law

15. Modification. The MTL may, at its sole discretion, modify the terms of this borrowing policy. All MTL subscribers will be subject to any such policy modifications.
16. Compliance. MTL Subscribers are subject to the provisions of this Borrowing Policy. Failure to abide by the rules set forth in this policy may result, at the sole discretion on the MTL, in suspension or revocation of a Subscriber's borrowing privileges and/or legal action.
17. Governing Law, Severability, Headings. The MTL Borrowing Policy, Waiver and Indemnification Agreement, and Subscriber Registration are governed by the laws of the State of Maine. If any provision of this policy is held invalid or unenforceable, all remaining provisions will remain in full force and effect. Any provision headings are intended for legibility and convenience only and not for legal construction.