

Homeowner Education Resource Organization (H.E.R.O.)  
Mobile Tool Lending Library Pilot Program  
Loan Agreement and Release and Waiver of Liability

*No individual may participate in the H.E.R.O. Mobile Tool Lending Program unless this Release and Waiver of Liability and Loan Agreement has been signed prior to the lending and use of any tools or equipment.*

**Loan Agreement**

Borrower's Name \_\_\_\_\_ Borrower's Address \_\_\_\_\_

\_\_\_\_\_

Borrower's Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

\_\_\_\_\_

Description of Tools and Equipment Borrowed (including serial numbers):

\_\_\_\_\_

Date Loaned: \_\_\_\_\_ Return/ Due Date : \_\_\_\_\_

Deposit Paid \$ \_\_\_\_\_ Deposit Refunded: \_\_\_\_\_

Application filled out and approved

Rules and Regulations Signed and Dated

- A. Borrower acknowledges receipt of the above described tools and equipment. The parties agree that the tools and equipment were inspected by the HERO Mobile Tool Lending Library representative and personally examined by the Borrower at the time of delivery and acceptance by the Borrower and the tools and equipment were in good and serviceable condition.
- B. Borrower is 18 years or older and acknowledges that he/she is capable and of suitable health to use the tools and equipment in a safe and proper manner.
- C. Borrower agrees to return all tools and equipment to one of the designated HERO Mobile Tool Lending Library sites at the designated operation times or to the Greater Lansing Housing Coalition during business hours on or before the due date and in the same condition, normal wear and tear excepted, as when it was borrowed. Borrower agrees to pay the HERO Mobile Tool Lending Library \$1-5.00 per day per tool or piece of equipment that is kept passed the due date. Overdue tools and equipment must be returned even if the Borrower can not pay the late charges immediately. Late charges stop accumulating when the overdue item is returned. Tools may not be borrowed again until all late fees are paid.
- D. Borrower agrees to pay the HERO Mobile Tool Lending Library for all lost, stolen or damaged tools and equipment. This payment will include the price of the tool or equipment (replacement value) and a non-refundable \$10.00 administration fee. Failure of Borrower to return tools and equipment on time can result in the forfeiture of Borrower's lending privileges and could possibly be reported to a credit bureau. Borrower also agrees to pay the HERO Mobile Tool Lending Library all costs, including collection charges and reasonable attorney fees, spent to recover any unpaid late charges and damages to tools and equipment.

E. Borrower acknowledges that he/she has read, fully understands and agrees with the provisions of this Agreement, the HERO Mobile Tool Lending Library Program Rules and Regulations, the HERO Mobile Tool Lending Library Program Release and Waiver of Liability Form which are hereby incorporated by reference.

\_\_\_\_\_

Borrower

\_\_\_\_\_

Date

\_\_\_\_\_

HERO Mobile Tool Library Representative

\_\_\_\_\_

Date

**\*\*\*Must sign here and after Release and Waiver portion- two pages! \*\*\*\***

### **Release and Waiver of Liability**

Read carefully before signing.

I, \_\_\_\_\_, am a legally competent adult age 18 or older. I understand that my consent to these provisions is given in consideration for being permitted to participate as a Borrower in the H.E.R.O. Mobile Tool Lending Program. I am voluntarily participating in the H.E.R.O. Mobile Tool Lending Program and am in good physical condition. I hereby waive, release and forever discharge the Greater Lansing Housing Coalition, the Homeowner Education Resource Organization Mobile Tool Lending Library Program, the City of Lansing, their elected officials, officers, directors, members, employees, agents, sponsors, supporters, volunteers, successors and assigns and all persons conducting, directly or indirectly, the H.E.R.O. Mobile Tool Lending Program from any and all claims (including any injury caused by an act of omission or negligence), rights, demands, actions, causes of that action, expenses and damages, which I my heirs, personal representatives, successors or assigns may have against the parties identified above relating in any way to my participation in the H.E.R.O. Mobile Tool Lending Program.

I am fully knowledgeable about the activities and risks related to my participation in the H.E.R.O. Mobile Tool Lending Program and understand the inherent and extraordinary dangers including the hazards of death, personal injury, accident, illness and other property damage as well as all other risks involved with the working of hand tools, ladders and landscaping equipment. I fully assume all such risk and accept full responsibility for any and all injuries and accidents that may occur as a result of my participation. I understand that the parties identified above are not the manufacturer of the borrowed property nor the agent of the manufacturer and that no warranty against patent or latent defects in material, workmanship or capacity is given. I further understand that the parties identified above do not carry or maintain health, medical or disability insurance for myself and, as such, I am encouraged and expected to obtain my own medical and health insurance coverage.

I hereby indemnify and hold harmless all of the parties identified above from all claims of damages, actions and injuries whatsoever in any manner, including attorney fees and costs that may be brought against any of them by anyone claiming to have been injured as a result of my participation in the H.E.R.O. Mobile Tool Lending Program. This includes any action on account of any injury to person or property of any character occasioned by the operation, handling or transportation of the borrowed tools and equipment during the loan period or while the property is in the possession or control of me

I also give my permission to the parties identified above to use my name, address and/or photographs, videotapes and any likeness for public purposes and the use of statements made by me relating to the H.E.R.O.

Mobile Tool Lending Program for promotions and grant to the Greater Lansing Housing Coalition any and all rights to said use without further compensation.

I expressly agree that this Release is intended to be as broad and inclusive as permitted by law and in the event that any clause or provision herein is held to be invalid by any court, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable. I acknowledge that I have read, fully understand and voluntarily agree to this Release and that no other representations, statements or inducements apart from this Release have been made to me.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
HERO Mobile Tool Library Representative

\_\_\_\_\_  
Date

**\*\*Must sign here and after Loan Agreement portion- two pages!\*\***