

Mt. Villas Association Tool Borrowing Guide

Tool Lending Application

1. Only homeowners, age 18 or over, may borrow tools from the Mt. Villas Association (MVA).
2. Prior to borrowing tools, all Homeowners must
 - (a) Complete the MVA Tool Lending application;
 - (b) be in good standing with all MVA assessments and fees (including any fines accrued); and
 - (c) sign the Waiver and Indemnification form.
3. Mt. Villas staff may be available to assist in explaining the operation of tools, if required. However, by taking possession of any item, the Homeowner is certifying that he or she is capable of using that item in a safe and proper manner.
4. Only the Homeowner is authorized to use MVA tools. The Homeowner shall not permit the use of items loaned to him or her by any other person unless by the express permission of the MVA Community Manager.
5. All tools borrowed are to be returned to the MVA Office no later than two days after the tool is borrowed. This applies to tools borrowed during office hours, including weekday hours when available. Tools may only be borrowed and returned during the MVA office hours (7:00 AM through 3:30 PM).
6. If a tool is returned after they are due, the Homeowner will be responsible for a late fee. This late fee will be \$20 per tool for every day the MVA office is open until the tool is returned. Late fees are capped at the full replacement cost of the tool plus a \$25 administrative fee per tool. The MVA may replace severely delinquent tools, holding the Homeowner responsible for full replacement cost plus a \$25 administrative fee. Fines must be paid in full before borrowing additional items.
7. The MVA 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 and assess the delinquent Homeowner with the cost of any such action.
8. Tools may be borrowed for longer periods of time if
 - a) the Homeowner contacts the MVA Community Manager prior to the date the tool is due, and
 - b) no other Homeowner has requested the tool. The MVA reserves the right to refuse or limit renewals and will do so based on demand.
9. The Homeowner agrees that the MVA is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed tools.

10. The Homeowner 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 the MVA of the issue on return, if not earlier.
11. All tools are to be returned in the same condition as they were issued, barring normal wear and tear. All tools must be returned clean. The Homeowner agrees to pay for the loss of or damage to any item and further agrees to accept the MVA Community Manager's assessment of condition of items and to further agree to the MVA'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 a \$25 administrative fee.
12. The MVA reserves the right to refuse the loan of any item at its discretion.
13. I affirm that the information that I have provided on the MVA Tool Lending Application is current, true and correct. I understand that this information may be subject to verification. I further state that I have read and fully understand the rules and regulations of the MVA Tool Borrowing Policy, and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges and/or legal action against me.

Acknowledgement of Understanding (print name): _____

Signature of Borrower: _____ Date: _____

Please email your completed form to Tom Beckner, Community Manager at mtvillas7@yahoo.com or submit in person to the Mt. Villas Office.

Mt. Villas Association Tool Lending Waiver and Indemnification

1. I am capable of using the tools I am borrowing. I will use the tools I am borrowing in a safe and proper manner.
2. On behalf of myself and my successors and assigns, in consideration of being permitted to borrow tools, waive any and all claims against The Mt. Villas Association for any injury or injuries of any nature that I may suffer or incur in the use of the tools that I am borrowing from the Mt. Villas Association.
3. On behalf of myself and my successors and assigns, in consideration of being permitted to borrow tools, agree to release and indemnify and hold harmless the Mt. Villas Association and their officers, agents, volunteers, and employees from any and all liability, loss, claims, and demands, actions or causes of action for the death or injury to any persons and for any property damage suffered or incurred by any person which arises or may arise or be occasioned in any way from the use or possession of tools I am borrowing from the Mt. Villas Association.

Acknowledgement of Understanding (print name): _____

Signature of Borrower: _____ Date: _____

Please email your completed form to Tom Beckner, Community Manager at mtvillas7@yahoo.com or submit in person to the Mt. Villas Office.

List of Tools Being Borrowed

Date: _____
