



Tool Lending Library Release of All Claims
Greater Des Moines Habitat for Humanity ReStore
2200 E Euclid Ave
Des Moines, IA 50317

For and in consideration of the mutual promises and agreements set forth in Lending Agreement, executed this day, ___/___/_____, by and between _____, (the “Borrower”) and Greater Des Moines Habitat for Humanity, Inc. (“HABITAT RESTORE”), located at 2200 E Euclid Avenue, Des Moines, Iowa 50317, said Borrower does hereby forever release and forever discharge the HABITAT RESTORE and all of the HABITAT RESTORE Representatives from All Claims and shall indemnify and hold harmless HABITAT RESTORE and its Representatives from All Claims.

As used in this Release of All Claims, the term “Representatives” means all past and present officers, directors, employees, volunteers, agents, attorneys, and others, in their individual capacities, as well as any corporate capacity, acting on behalf of the HABITAT RESTORE.

As used in this Release of All Claims, the term “All Claims” means every cause of action, claim for relief, suit, or right to payment or other performance, from the beginning of time through the date of this Release of All Claims, for which liability may arise to any person in any legal or equitable action or proceedings (including attorney fees and costs), whether such cause of action, claim for relief, suit, or right to payment or other performance be sustainable or groundless, known or unknown, asserted or unasserted, developed or undeveloped, liquidated or unliquidated, contingent or absolute, several, joint, or joint and several, offensive or defensive, or reduced to judgment or not; and whether such claim, cause of action, claim for relief, judgment, suit, or right to payment or other performance be in contract, quasi contract, restitution, or in tort, or for breach of regulatory or statutory duty, or for breach of any other kind of duty whatsoever.

This Release of All Claims shall be construed as broadly as possible against the undersigned Borrower and in favor of the HABITAT RESTORE so as to forever release and forever discharge the HABITAT RESTORE and its Representatives to the broadest and maximum extent permitted by law.

The Borrower agrees that no promises have been made to him or her that are not expressly written in this Release. By signing this Release, the Borrower is not relying on any statement or representation made by the HABITAT RESTORE, or by any of HABITAT RESTORE’s agents, employees, or attorneys. The Borrower is only signing this after considering whether to do so in his or her own judgment or after having the opportunity to obtain the advice of an independent attorney.

The Borrower further warrants that s/he is at least 18 years of age and legally competent to execute this Release. The Borrower further represents that s/he has read this Release fully, asked any questions s/he may have had, and understood the legal effects of it before s/he voluntarily signed this document.

CAUTION: BY SIGNING THIS DOCUMENT YOU AGREE TO GIVE UP IMPORTANT LEGAL RIGHTS YOU COULD HAVE. READ THIS DOCUMENT CAREFULLY AND CONSULT WITH YOUR LAWYER BEFORE SIGNING THIS RELEASE OF ALL CLAIMS.

I have read and understood the foregoing RELEASE OF ALL CLAIMS and agree to its terms.

By: _____ Dated this day, ___/___/_____.
(Borrower Signature)

Received by: _____
(Habitat ReStore Signature)



Tool Lending Library Operating Policies & Rules
Greater Des Moines Habitat for Humanity ReStore
2200 E Euclid Ave
Des Moines, IA 50317

MEMBERSHIP APPLICATIONS

- Applications may be picked up between 9AM– 6PM, Monday – Saturday.
- Completed application may be returned between 9:00AM – 6:00PM, Monday - Saturday. Please allow 48 hours for application verification to be completed before membership card will be issued.
- Documents to be included with application:
 1. Photo ID
 2. Current Utility Bill
 3. Copy of last year's Income Tax Filings if applying for discounted membership fee
 4. Most recent pay stub for all members of the household working if applying for discounted membership fee

An annual membership fee will be charged for the Tool Lending Library. The annual fee is \$200. Discounted membership fees are available depending on household income and family size. The discounted membership fee will range from \$25 - \$200. Last year's income tax filings and most recent pay stub for all members of the household working are required if applying for the discounted membership fee.

Non-profit organization fee will be \$200. A copy of the organizations Tax Exempt Determination Letter from the IRS is required to qualify for the organization fee. Membership paperwork must be signed by an authorized officer of the organization.

Membership entitles only the member usage of any item or service that Greater Des Moines Habitat for Humanity ("Habitat ReStore") may make available through the Tool Lending Library, including but not limited to:

- Tools
- Equipment
- Classes (according to availability)

All tools borrowed from the Tool Lending Library are for use on the member's home only. Not to be loaned to any other person or to work on any project not located on the members property.

Greater Des Moines Habitat for Humanity, Inc. (Habitat ReStore) reserves the right to terminate any membership and/or refuse service to you at any time for any reason. If your Membership is revoked, your annual fee will NOT be refunded to you.

Memberships are not issued to landlords, renters, contractors, or individuals for trade. Any misuse of membership may lead to serious consequences. Members are required to be homeowners. Habitat for Humanity will verify this information.

BORROWING TOOLS

You will be issued a Membership Card, which must be presented along with your picture id each time you check out tools. If you lose your card, a replacement card may be purchased for \$10 per card. No tools will ever be lent out without the member presenting their card. There are **NO EXCEPTIONS TO THIS RULE ONLY THE NAMED MEMBER MAY BORROW TOOLS.** The member must be present when tools are checked out.

Due to high demand and limited availability, some maintenance tools may not be available for checkout for several days. Your check out term will be determined by the Tool Lending Library Staff.

If you borrow a tool and it stops working, is damaged, or is missing a part **RETURN IT IMMEDIATELY. ANY MODIFICATION OF ANY TOOL MAY RESULT IN THE MEMBER PAYING FOR A REPLACEMENT TOOL AND THEIR MEMBERSHIP BEING REVOKED.**

The Tool Library will be open Monday – Saturday 9:00 am – 6:00 pm.

DEPOSITS

- **ALL TOOLS REQUIRE A DEPOSIT.**
- You may check deposit costs with any Tool Lending Library Staff.
- The value of tools has been pre-determined by Greater Des Moines Habitat for Humanity.
- Deposits may be made by credit card or cash.

Value		Deposit
From	To	
\$0	\$150	\$25
\$151	\$999	\$50
\$1000	--	\$100

If you pay in cash, you must present the receipt issued to you at the time you borrowed the tools in order to get your deposit back.

RETURNING TOOLS

Tools must be returned to the Tool Lending Library in the same condition they were lent. The member must be present when tools are returned.

- If you return a tool that has not been cleaned, a cleaning charge of at least \$20.00 will be deducted from your deposit for cleaning.
- If you return a tool that has been damaged your deposit will be applied to the cost of the replacement tool.
- If you return a tool that has missing parts your deposit will be applied to the cost of tool replacement.

If your deposit does not cover the full cost of tool repair or replacement you will be billed the full cost. **YOU WILL BE RESPONSIBLE FOR THE FULL REPLACEMENT OR REPAIR COST.** Your membership may be revoked.

LATE FEES

You will be charged a daily late fee for each tool returned after the due date. The late fee is **\$10 per tool per day**. Late charges will incur each day including weekends and Habitat Restore announced closings. Late fees **must be paid in full before lending will resume** and Habitat ReStore reserves the right to revoke Membership without refund of the annual membership fee.

If you do not return a tool within 10 days of the due date, we will file a police report with the Des Moines Police Department and will pursue action against you.

COLLECTION

Members are responsible to pay for all reasonable collection, attorney's fees, court fees, and other expenses involved in the collection charges or enforcement of Habitat ReStore's rights under Habitat ReStore's Tool Lending Library Lending Agreement.

REPOSSESSION OF TOOLS

If you do not bring back tools, do not pay your late fees, or breach Habitat ReStore's Tool Lending Library Lending Agreement, Habitat ReStore reserves the right to repossess any of Habitat ReStore's tools at any place at any time. We are not liable for any personal or property damage incurred during repossession. By not returning tools on time, you bypass any protection from Iowa Trespassing Laws and give Habitat ReStore permission to use the methods necessary to repossess our tools/materials.

LOADING AND UNLOADING

Members are responsible for the loading and unloading of goods. If Habitat ReStore employee assists in loading and/or unloading materials/tools, the member assumes all risk and Habitat ReStore is not liable for any property damage or personal injuries of the member and/or Habitat ReStore Staff. Member must have an appropriate vehicle to transport the equipment they are borrowing to and from the Tool Lending Library.

I have read, understand and agree to abide Habitat ReStore's Operating Policies.

Signature _____ Date _____



Tool Lending Library Membership Information Request
Greater Des Moines Habitat for Humanity ReStore
2200 E Euclid Ave
Des Moines, IA 50317

Optional Membership Information Requested

Please check the most accurate information:

Gender: Male Female

I consider myself to be:

- | | |
|---|---|
| <input type="checkbox"/> White | <input type="checkbox"/> American Indian/Alaskan Native & White |
| <input type="checkbox"/> Black or African American | <input type="checkbox"/> Asian & White |
| <input type="checkbox"/> American Indian/Alaskan Native | <input type="checkbox"/> Black/African American & White |
| <input type="checkbox"/> Asian | <input type="checkbox"/> American Indian/Alaskan Native & Black |
| <input type="checkbox"/> Native Hawaiian/Pacific Islander | <input type="checkbox"/> Other |

Hispanic: No Yes
 Cuban Mexican/Chicano Other/Latino

My first language is: English Other (please name) _____.

Elderly (65+): Yes No

Handicapped: Yes No

Household Type:

- Single
- Married, without children
- Female headed single parent household
- Male headed single parent household
- Married, with children
- Other



Tool Lending Library Reduced Membership Rate Worksheet
Greater Des Moines Habitat for Humanity ReStore
2200 E Euclid Ave
Des Moines, IA 50317

Reduced Membership Worksheet

To be completed for all request for a reduced membership rate.

Reduced Rate Memberships are based on the total income for all people living in the home.

How many people live in the home? _____

List the names of all people who live in the home

Name _____ Age _____ Working Y N

Name _____ Age _____ Working Y N

Name _____ Age _____ Working Y N

Name _____ Age _____ Working Y N

Name _____ Age _____ Working Y N

Name _____ Age _____ Working Y N

Name _____ Age _____ Working Y N

How many people in the home are employed? _____

You must attach copy of last year's Federal Tax Return, front page for each person employed.

You must verify earning for all persons living in the home over age 18

Verification must include:

1. If working Current pay stub
2. If unemployed copy of Iowa Workforce Investment wage earning statement.
3. If retired Social Security benefit statement
4. If disabled Supplemental Security Income (SSI) statement
5. If retired retirement benefit statement
6. If self-employed provide complete copy of Federal Tax Return