

The HHR Project, Inc. Tool Rental Agreement

Date _____

Name ("Borrower") _____

Address _____

City, State, Zip Katy, Texas 77450

List of tools borrowed will be emailed to Borrower ("Tools") on the date the Tools are checked out.
Tools must be returned no later than two weeks following the date above.

In consideration for the Tools borrowed, Borrower consents to the terms stated below ("Agreement"):

Borrower agrees to borrow the Tools provided by The HHR Project, Inc. (Lender) and Tool Bank USA (d/b/a Houston Tool Bank) in accordance with the following terms and conditions:

- (1) Borrower accepts the Tools in "as is" condition;
- (2) Borrower agrees to return the Tools to Lender's Tool Shed on Canyon Gate property near 20227 Memorial Pass Dr., Katy, TX 77450 at or before the return time and date agreed upon at pickup and in no case later than two weeks from the date of this Agreement;
- (3) Tools are provided as a community service and the Borrower will not be charged a rental fee. However, Borrower will be charged a late fee for tools returned more than two weeks after the date shown above. The late fee will be equal to 10% of the estimated fair value of the tool, charged daily until the tool is returned. *Borrower acknowledges that staff will be on site at the Tool Shed for tool rental and return only on Tuesdays, Thursdays and Saturdays from 8:00AM until 9:00AM.* Borrower agrees to provide cash payment in an amount sufficient to cover the cost of the tools or new equipment of equal value (as determined by Lender in Lender's sole discretion) for Tools not returned, or Tools returned damaged (as determined by Lender in Lender's sole discretion);
- (4) Borrower agrees to comply with all terms of this Agreement, 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
 - Lender, its officers and directors, employees, agents, volunteers,
 - ToolBank USA, its officers and directors, employees, agents, volunteers,
 - Canyon Gate at Cinco Ranch Owners' Association (CGHOA) at 20422 Canyon Gate Blvd., Katy, TX 77450

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 Tools 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 CGHOA 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 Tools 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 Tools 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 Agreement or Lender's status as a 501(c)(3) tax deductible charitable organization;

(8) Borrower acknowledges that it has read and understood the foregoing terms and conditions of this release, and the undersigned affirms he/she has all requisite power and authority to enter into this Agreement on behalf of Borrower.

Borrower Signature _____ Date _____