

fault. We will not be liable for faults of which we are not aware of. Other than this BDB exclude all liability for death or personal injury caused by our negligence or breach of contract.

11. **When borrowing electrical equipment, the Member must check the visible wires and plug for any damage before use. If the Member is using the item outside, moving it about, or using it in circumstances where it may encounter water, anything sharp or other electrical wiring, a circuit breaker must be used. The Member must take ALL necessary precautions when using the borrowed item. Personal Protective Equipment should be worn where appropriate, including but not limited to, eye protection, ear protection, gloves, appropriate footwear, etc.**
12. If one Member borrows an item and with BDB's agreement pass it on to another Borrower before it is returned to BDB and booked in, the first Member remains liable to BDB for the return and condition of the object until it is returned to BDB. If a Member collects an item from another Borrower with BDB's agreement, that loan will also be on the terms of this Agreement.
13. Members may reserve items online or by contacting BDB. All items are first come, first served basis (unless the item was reserved). Items can be checked out online; if they are not picked up by the end of the next day that BDB is open, then the item will be put back in circulation.
14. Borrower understands and accepts that in an effort to maximize availability of items to all Members, BDB may send emails as a reminder when borrowed tools' return dates are approaching. When items are not returned by the designated due date, BDB will issue an overdue notice by phone call, email, or letter. If the items are not returned after the notice has been sent, appropriate steps will be taken to retrieve them, including the use of a collection agency and/or legal action. Fines must be paid in full before borrowing additional items.
15. BDB reserves the right to limit the amount of items borrowed, refuse the loan of any item or request for membership at the staff's discretion. We reserve the right to change these terms and conditions at any time, and you agree to abide by the most recent version of this Terms of Use Agreement each time you borrow from Borrow Don't Buy.
16. The signing Member affirms that the information provided on the Membership Application is current, true, and correct. He or she understands that this information may be subject to verification. He or she also understands that their email will be added to BDB's mailing list and that they can unsubscribe from such newsletter whenever they want.
17. The signing Member further states that he or she has read and fully understands the rules and regulations of BDB, and he or she understands that failure to comply with any of these rules may result in revocation of their borrowing privileges and/or legal action against them. The signing Member has read and signed a Waiver and Indemnification form, relinquishing any and all claims against BDB.

Please check the box and add your signature to the space provided on the Membership Form, acknowledging that you have read and agree to BDB's Item Use Policy.