

# Mallacoota & District Tool Library

Incorporated Association No A01136250. ABN 39 318 106 181

## Member Loan Agreement v3.3

Full Name

Member Number

Contact Number

I, the person stated above, agree with Mallacoota and District Tool Library (MADTL) to loan the items stated in this Agreement (Products) for the period of time stated in this Agreement or as otherwise agreed with MADTL (Term) at zero cost on the following terms:

1. I loan the Products in their condition as at the Date loaned which may not be brand new and I agree to keep them safe and use them for their usual purpose and in accordance with any instructions provided or commonly known for their type and purpose. I accept all responsibility for their use and will take all reasonable precautions for the health and safety of myself, any other users and third parties in their vicinity. I accept responsibility for any incidental cost necessary in their use, such as fuel, accessories and associated items.
2. I agree to return the Products at the end of the Term in their condition as at the Date Loaned, clean and in good working order. Upon their return, I will alert MADTL to any defect that I become aware of in relation to the Products whilst in my care.
3. I agree that if the Products are not returned at the end of the Term for any reason or not returned in good working order as a result of their damage or destruction, fair wear and tear excepted, I will pay for the replacement of the Products.
4. I agree that MADTL is not responsible in any way for any direct or indirect cost, loss, damage, injury, illness, death or damage caused or contributed to by the Products or their use by myself or any third party (**Claim**) and will indemnify MADTL for any Claim incurred by myself or a third party.
5. I understand that MADTL will use my personal information as that term is defined by the *Privacy Act 1988* (Cth) in accordance with the MADTL Rules of Incorporated Association which is available to view on request from MADTL.
6. This Loan Agreement is governed by and is to be construed in accordance with the laws of the State of Victoria and each party submits to the exclusive jurisdiction of the courts of that State and any courts of appeal therefrom.
7. I have experience with and/or knowledge of how to safely use the tool I am borrowing.

Signed by the person stated above:..... Date:...../...../.....

in the presence of: (Witness Name ).....(Witness Signature).....

Date:...../...../.....

*OFFICE: place in blue expanding file*