

BMW CCA, BLUE RIDGE CHAPTER
TOOLBOX RULES/DISCLAIMER/WAIVER

Rules

1. Tools may be borrowed only by current Chapter members in good standing.
2. The loan period is two (2) weeks. Extension requests must be made prior to the expiration of the loan period. Such requests are subject to the approval of the Toolbox Coordinator and reservation requests made by other members.
3. The Borrower must pay to the Chapter a deposit, at the time the tool is checked out, based on the retail price, as determined by the Toolbox Coordinator, of a new comparable tool. Payment shall be made by check, payable to "BMW CCA, Blue Ridge Chapter," and delivered to the Toolbox Coordinator. The complete tool inventory is posted on the Chapter's website.
4. Prior to receipt of the tool, the Borrower must execute the Toolbox Waiver, which will be provided by the Toolbox Coordinator or can be printed by the borrower from the web site.
5. The Borrower is solely responsible for the care and use of any borrowed tool and must return it in the same condition as when he/she received it.
6. Prior to beginning work, the Borrower is responsible for reading any instructions for use supplied with any tool and understanding the tool's proper use. Questions should be directed to the Toolbox Coordinator.
7. The Borrower is responsible for ensuring that the tool is used *only* for its intended purpose (e.g., a bearing puller is **not** a hammer).
8. The Borrower is responsible for his/her safety and that of any persons who assist, watch, or are in the proximity of his/her use of the tool. All workers should wear safety goggles when using the tool on a car, assembly, or otherwise. The car should be properly placed on jack stands prior to beginning work.
9. If the Borrower fails to return the tool, he/she will forfeit the deposit.
10. If a tool is returned damaged and is repairable for less than the cost of a new comparable tool, the Chapter will assess the Borrower either the repair cost, which will be deducted from the deposit, or the full deposit if the repair cost exceeds the deposit amount. The Chapter reserves the right to bill the Borrower for repair costs that the Chapter incurs in excess of the deposit amount.

11. If a tool is not returned for any reason (including loss or theft) or it is returned but the repair cost exceeds the cost of a new comparable tool, the Borrower shall be responsible for the total costs for the Chapter to purchase a new comparable tool. Failure to make restitution will cancel the Borrower's future Toolbox privileges.

Disclaimer

The BMW CCA, Blue Ridge Chapter ("the Chapter") makes no statements, representations, or warranties and has no responsibility as to (1) any borrowed tool, (2) any use or misuse of any borrowed tool, (3) the automotive maintenance or modifications for which the Borrower uses or intends to use any borrowed tool, and (4) the procedures the he/she employs in doing so. The Borrower is solely responsible for the consequences of such use, misuse, maintenance, modifications, or procedures including the fact that his/her BMW (or other manufacturer's) warranty may be voided if such maintenance, modifications, or procedures are not "Factory Approved."

The Borrower is responsible for the care and use of any tool from the Toolbox in his/her possession. The Borrower is also responsible for damage to, destruction of, or loss of the tool. The Chapter disclaims all responsibility for (1) damage to any car or assembly on which any borrowed tool is used, (2) damage to or destruction of any other personal property belonging to the Borrower or other individuals resulting from use or misuse of any tool from the Toolbox, and (3) injury to the Borrower or any other individual(s) resulting from use or misuse of any tool from the Toolbox.

Waiver

I acknowledge that I am solely responsible for the care and use of any tool that I borrow from the BMW CCA, Blue Chapter Toolbox and for the maintenance, modifications, and/or procedures in which I use it. I agree to abide by all rules enumerated above with respect to care and use of any tool and the safety of myself and others. I acknowledge that the BMW CCA, Blue Ridge Chapter has no liability resulting from my use or misuse of any borrowed tool. In addition, I hereby indemnify and hold harmless the BMW CCA, Blue Ridge Chapter, the BMW Car Club of America, their officers, their members, the Toolbox Coordinator, and the successors of the foregoing from any and all liability, claims, demands, or causes whatsoever that may arise from the use or misuse of any tool borrowed by me from the BMW CCA, Blue Ridge Chapter's Toolbox.

_____	_____
Signature	Member No
_____	_____
Name (Please Print)	Date

Witness	