

Exhibit A

Service Policy For ToolBank Member Agencies



I. General Information

The ToolBank Mission Statement:

“ToolBank serves community-based organizations by providing tools, equipment & expertise to empower their most ambitious goals.”

ToolBank USA, Inc. and its local affiliates (collectively, “ToolBank”) require that all Member Agencies comply with this Service Policy for ToolBank Member Agencies (this “Policy”) as part of that certain Membership Agreement and Liability Waiver (the “Membership Agreement”) executed by Borrower simultaneously herewith. Unless otherwise defined herein, capitalized terms used in this Policy have the meanings assigned to such terms in the Membership Agreement.

The tools at your local ToolBank are available to nonprofit organizations, faith-based institutions, public schools, organized volunteer groups, governmental departments and community-based service organizations. Upon verification of nonprofit status or charitable purpose, qualifying organizations gain access to ToolBank resources and the expertise of ToolBank staff to help achieve greater impact in their mission-related efforts.

ToolBank’s ability to consistently lend tools is dependent upon your responsible and considerate actions as a Member Agency. The tools you borrow from ToolBank were recently returned on time by *another* Member Agency, and upon your timely return of those tools, they will be used again by *another* Member Agency.

Your mission-related usage of our resources allows ToolBank USA, Inc. and your local ToolBank to continue to serve you with excellence. ToolBank resources are not to be used for personal gain or on projects outside of your mission.

If you have any questions or concerns about the ToolBank Service Policy, please contact your local ToolBank staff.

II. Tool Lending Policy

Please read this section very carefully.

1. ToolBank tools may be borrowed for up to 8 weeks at a time, and tools can be returned at any time prior to the deadline, during a pre-scheduled return appointment. Borrowed tools may be kept out longer than the original checkout period, if they are available and with the approval of ToolBank staff.
2. Member Agencies pay a tool handling fee (percent of retail value set by the local ToolBank, not to exceed 6%) per week borrowed. Payment of the Tool handling fee is due at the time of the tool pick up. ToolBank accepts cash, check, or credit/debit card.
3. ToolBank tools are to be used to advance the mission and programs of the Member Agency that borrowed the tools. ToolBank tools may not be used for personal benefit or financial gain. Inappropriate use of ToolBank tools may result in the temporary or permanent suspension of tool borrowing privileges by the offending agency.
4. If a tool breaks while being used for its intending purpose, and the member agency returns all pieces of that tool, the member agency may not be charged a replacement fee. This will be determined solely by ToolBank staff. If no parts are returned, the Member Agency must either (a) pay the replacement cost for the unreturned tool, or (b) provide a replacement tool that exactly matches the unreturned tool. If ToolBank staff determines that a tool has been damaged due to neglect or misuse, the Member Agency will be required to pay the replacement cost of the tool. The damaged tool becomes the property of the Member Agency once the replacement cost is paid. Neglect or misuse of borrowed tools is determined solely by ToolBank staff.
5. Overdue tools (tools not returned or extended before their due date) accrue a late fee of two times the weekly tool handling fee per week until:
 - (a) the unreturned tools are returned, or
 - (b) the Member Agency pays the replacement cost of unreturned tools, or
 - (c) the unreturned tools are replaced with replacement tools.
6. ToolBank cannot reimburse tool replacement costs if the tool is subsequently found. Member Agencies may return ToolBank tools to receive a credit toward future tool handling fees at the discretion of ToolBank staff.
7. Access to ToolBank resources will be suspended until all outstanding balances are brought to zero and all overdue tools are accounted for or replaced by the Member Agency.
8. All borrowed tools are used solely at the Member Agency's risk. Local ToolBank staff, ToolBank USA staff, volunteers, officers, and directors will not be held responsible for injury or accident that may occur from the use of borrowed tools, as per the Membership Agreement.

III. Tool Lending Procedure

Step 1 - Submit your tool order. Place your tool order online ([Click here: Tool Order Manager](#)). Your tool order should be submitted at least two business days before you wish to pick up your tools. Contact ToolBank staff if you need assistance with the tool order process.

Step 2 - ToolBank staff will confirm your tool pickup. A ToolBank staff member will contact you to confirm your tool order and your tool pickup time. Your tool pickup appointment is not scheduled until it is confirmed by ToolBank staff. ALL visitation to ToolBank, including tool pickups and tool returns, is by appointment only.

Step 3 - Pick up your tools. Arrive punctually at ToolBank to load your tools and perform your own tool count as you load. If you are unable to keep your appointment time, please contact ToolBank to reschedule. Tool handling fees are due at the time of pickup, payable by money order, check or credit/debit card. Cash is not accepted for tool fees. ToolBank staff will give you a receipt listing all borrowed tools, with clear indication of your tool order's due date.

Step 4 - *Have a great project and work safely!*

Step 5 - Tool return. If you did not schedule your return appointment at your tool pickup, call ToolBank to schedule your tool return at least one day before you wish to return them. Your tool return is not scheduled until it is confirmed by ToolBank staff. Your ToolBank receipt will allow you to do an inventory count prior to returning your tools. This can help you track down any missing tools. Upon arrival, a ToolBank staff member will count the tools and produce a receipt indicating that your tool borrowing transaction is complete, or that tools are missing.

Step 6 - Complete the Member Agency Feedback Survey. The feedback you provide is one of the most important duties of a Member Agency. Please provide honest and candid feedback so that your ToolBank may serve you better in the future.

On behalf of Borrower, I hereby certify that our organization will comply with this Policy.

*Name of Executive Staff Person
or Authorized Representative*

Signature

Date

Exhibit B

Diversity, Inclusion, and Equity Policy For ToolBank Member Agencies



ToolBank USA, Inc. and its local affiliates (collectively, “ToolBank”) are committed to providing an inclusive and welcoming environment for all staff, clients, volunteers, subcontractors, and vendors (each a “ToolBank Party” and collectively, the “ToolBank Parties”). ToolBank requires that all Member Agencies comply with this Diversity, Inclusion, and Equity Policy for ToolBank Member Agencies (this “Policy”) as part of that certain Membership Agreement and Liability Waiver (the “Membership Agreement”) executed by Borrower simultaneously herewith. Unless otherwise defined herein, capitalized terms used in this Policy have the meanings assigned to such terms in the Membership Agreement.

Statement on Diversity, Inclusion and Equity: ToolBank does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), physical or mental disability, marital status, sexual orientation, or military status, including in the form of harassment or intimidation, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. ToolBank is committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients. (Such statement is referred to herein as the “Statement.”)

By signing below, Borrower further acknowledges and agrees as follows:

- a. ToolBank reserves the right to refuse membership to Borrower as a Member Agency if ToolBank determines, in its sole discretion, that Borrower does not or cannot meet (or does not meet at some point during its time as a Member Agency) the terms of or otherwise abide by the Statement and this Policy.
- b. In carrying out any of Borrower’s activities or operations, neither Borrower nor any of its directors, officers, employees, agents or volunteers shall take any action that ToolBank determines, in its sole discretion, to be inappropriate in the context of the Statement and this Policy, including but not limited to, any action that discriminates, disrespects, denigrates or harms any ToolBank Party or other person on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), physical or mental disability, marital status, sexual orientation, military status, or any other protected classification or characteristic.

On behalf of Borrower, I hereby certify that Borrower will comply with this Policy.

*Name of Executive Staff Person
or Authorized Representative*

Signature

Date