

## Transylvania Shares Membership Agreement

Transylvania Shares is a members-only sharing group that owns a wide inventory of items, including tools, recreational equipment, and dinnerware, which are available to members for a yearly fee of \$30. This membership fee provides for borrowing Basic Items; an additional surcharge is noted in the inventory for Premium Items that have a high replacement cost or require ongoing maintenance.

### Declaration

I, \_\_\_\_\_, agree to follow the Borrowing Rules. I confirm that the information provided below is current and true. I understand that failure to comply with any of the Borrowing Rules may result in revocation of my borrowing privileges and/or legal action against me.

Signature

Date:

:

Name:

Address:

Phone:

E-mail:

Transylvania Shares Representative:

Date:

Please return form and dues to Transylvania Shares, 88 Bent River Farm Road.  
Pisgah Forest NC 28768

For Transylvania Shares Use Only -- Special Exceptions Documentation

## Transylvania Shares Borrowing Rules

In consideration of the loan by Transylvania Shares (Lender) to the Borrower, of the inventory item(s) (Item), the Borrower agrees to borrow the Item in accordance with the following terms and considerations:

1. Borrower accepts the Item in "as is" condition; any pre-existing flaws or damage must be documented by the Lender prior to Pick-up by the Borrower of the Item.
2. Lender staff will be available to assist in explaining operations of Items, and, upon request, will make available materials such as manuals. However: upon taking possession of any Item, the Borrower acknowledges that he/she is capable to use the Item borrowed without supervision, and will use the Item in a safe and proper manner.
3. Borrower agrees to return the Item to the Lender-specified location at or before the return time and date agreed upon at Pick-up. Items are to be returned in the same condition as they were issued, barring normal wear and tear. All Items are to be returned clean. Borrower agrees to pay for the loss or damage to any item and further agrees to accept the Lender staff's assessment of fair restitution for damage, dirtiness, delinquency and/or loss of items in part or in total. This restitution amount could equal replacement cost of the Item.
4. All Items are first come, first served.
5. One renewal of the loan is possible if arranged with Lender staff ahead of the return time. The Lender reserves the right to refuse or limit renewals, and will do so based on demand.
6. When Item is not returned by the designated due date, the Lender will issue an overdue notice. If the Item 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. The Lender may replace severely delinquent Items, holding Borrower responsible for full replacement cost plus applicable handling fees. Fines must be paid in full before borrowing additional Items.
7. Borrower shall not permit the use of Item checked out to them by any other person, unless by express permission of the Lender.
8. Borrower acknowledges the use of the Item is at the Borrower's own risk, and that the Lender expressly disclaims any warrant regarding the condition or fitness for particular use of any Item provided hereunder.
9. Borrower agrees that if any borrowed item becomes unsafe or in a state of disrepair, they will immediately discontinue use of the Item and notify Lender of the issue on return, if not earlier.
10. Borrower hereby agrees, for him- or herself, on behalf of successors and assigns, in consideration of being permitted to borrow any Item, to waive any and all claims against the Lender, its board members, employees, agents, and volunteers, for any injury or injuries of any nature that I may suffer or incur in the use of the Item that I am borrowing from Transylvania Shares. Borrower further agrees, for him- or herself, on behalf of successors and assigns, to fully indemnify and hold harmless the Lender and its board members, 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 Item including but not limited to any claims asserting product liability, wrongful death, personal injury, or damage to property relating to the Item;
11. Borrower acknowledges that he/she has read and understood the Borrowing Rules.

Borrower:	Date:
Transylvania Shares Staff Person:	Date: