



Share|Starter

How to Start a Lending Library

Guidelines, Frequently Asked Questions, & Sample Documents

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How to Start a Lending Library

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Guidelines to Getting Started

While lending libraries can be simple to set up, they're perhaps not as simple as one might first think. Worse yet, once you do consider all the details, there's a decent chance that you might just abandon the entire idea. From all those who have faced the challenges of running a community lending library, that decision would probably win you some respect, as long as it's just a temporary pause.

It's wise to be cautious but there's no reason that the hassles of starting a sustainable lending library should deter you from seeking the enormous benefits that they can offer. In order to make it a little easier on everyone, some of those who have been through this process have contributed to the following collection of simple guidelines.

While we figure these are a nice introduction - and easy to skim - there are definitely a lot of successful lending libraries flavors out there, each doing their own thing. In addition to these guidelines, therefore, we also highly encourage you to seek out more specific advice from lending programs similar to your own. By first working your way through these guidelines, however briefly or intensely, you'll likely be able to make those conversations more productive and the success of your program far more likely - as well as much less stressful.

The Importance of Founders

It starts with you and, if you're fortunate, a handful of other determined neighbors. The commitment of this core group of founders, even if it's a small group, usually determines whether a lending library becomes a long-term community resource or just a passing ambition. That makes it crucial that everyone be rather honest about the time that they can commit to the process.

It's perfectly fine if a founder can only chip in here and there or if they need to come and go as the details of their life change. The more people involved from the start the better, even if they don't feel they can make a full commitment. From the start, however, it is essential that you know what kind of human resources you'll have to work with and which founders will probably be putting in the most work. It's wise to take this into consideration even before you start considering community demand and the true purpose of the library. While your community might be in need of an enormous tool library, containing every item imaginable, it hardly matters unless you consistently have the people power to deliver it.





Motives, Mission, & Market

There are plenty of successful community lending libraries that have started out of neighborhood garages, as informal as possible and sometimes even by accident. While that approach certainly provides simplicity and rapid availability, if you're considering building a long term resource, you'll probably benefit from a decent bit of planning, starting with the essentials.

Your Motives: Why start a lending library?

Though the reasons for starting a lending library might be plentiful, you need to take a moment to define your priorities. If you're starting a library with a core group of volunteers, it's also crucial that the list of priorities is acceptable to everyone involved. Not everyone has to agree on the prioritization, of course, but everyone should certainly be aware of it. If you're all clear about why you're involved in this project from that start, it could really head off some conflict and confusion down the line. It'll also really help to ensure that those passionate, enthusiastic supporters you have at the moment will remain engaged, despite the inevitable challenges down the road.

Your Mission: What are you trying to accomplish?

Build your mission based on your motives, and not just on what you think sounds good. A tool library that hopes to make every tool available to everyone is a wonderful idea, but if that's not why you started a lending library to begin with, chances are that type of mission won't really serve its purpose. While it's usually only one sentence long, your mission should help guide you in selecting which opportunities you'll choose to pursue and how you'll spend your precious resources.

Your Market Focus: Who's the library for?

While some lending libraries simply aim to serve the community at large, others make special attempts to reach out to specific populations. Though these efforts might help address issues identified in your mission or motives, you should also conduct an assessment of who in the community actually has the most need for your library. Despite your aims, who your members end of being might just surprise you and you should be ready to meet the demand.

Your Market's Size: How many folks will use it?

You can't just skip to deciding on the size of your tool library before you understand how many potential users it might have in the first few years. An oversized space could end up being a costly mistake while an undersized space might fail to meet the demands of your members or force a costly move. Just take a moment to figure out how many members of your community will actually use the library and how those numbers will grow over time.



The Structure of a Lending Library

Though it has definitely been done, running a community-wide lending library informally probably isn't something that you should consider. It's by far the easiest way to get going but it could also lead to disaster. Even though sharing tools between neighbors has been taking place forever, if you're going to start to be responsible for that process, you should support that responsibility with a healthy bit of structure. The good news is that tool libraries have been successfully started and run in just about every shape and size and so adding a little formality to your vision needn't be a distraction from your purpose.

Government & Public Libraries

Some of the first tool libraries in the United States were actually formed as part of their public library systems. It certainly makes a lot of sense, considering that those public libraries had established inventory systems and huge membership bases. As a result of those benefits, and some great management, some of those first tool libraries are actually still around about 25 years later. With any large organization, though, comes a bit of bureaucracy and public library systems are no different. Over the years, these publicly-financed libraries have frequently faced restrictions and threats to their funding, beyond their control. Nonetheless, and much to the credit of the good folks in places like Berkeley and Oakland, many of these pioneering tool libraries are still happily operating to this day.

501c3 Non-profit

A non-profit that has been officially approved as a tax-exempt public charity by the IRS is termed a 501c3. While there are a lot of advantages to having your own 501c3 status, the path to getting approval can be a bit long, tricky, and costly. Should you choose to take on the challenge, though, you'll be rewarded with not only an exemption from federal taxes, but also with a bit more legitimacy and an ability to offer your supporters tax-deductions for their donations. Most importantly, many major funders require 501c3 status so as to ensure that their investments are properly spent.

[IRS Form 1023](#)

[IRS Form 1023, Quick Instructions](#)

Fiscal Sponsors

If you'd rather not go through that detailed 501c3 process, there is a bit of a shortcut that you might be able to take. Organizations who have already gone through that process may be willing to act as your fiscal sponsor, effectively taking you on as one of their projects. While a fiscal sponsor won't control your project's day to day programming decisions, it does have a responsibility to ensure that a project spends its funding in pursuit of its mission. In exchange for that service, fiscal sponsors often charge a fee, which usually ends up being between 7-10% of all the funds your project receives. Course, you can always try to negotiate a better deal!

See Appendix A: Sample Fiscal Sponsor Agreement

501f Cooperatives

Another great way to organize around a shared collection of tools is to form a cooperative. In this setup, all members are asked to contribute to a central fund. In exchange for their contribution, they are granted the ability to participate in the governance of the organization. For example, your members themselves will decide who sits on your tool library's steering committee or board and what path the project will take into the future. Rather than a single director being responsible for the project, everyone takes a share of the burden. The major downside of cooperatives is that they can require an impressive amount of communication between members. Course, that can also be the upside.

Low Profit Limited Liability Company (L3C)/Benefit Corporation (B-Corp)/Social Purpose Corporation

Though only available in a handful of states, L3C and B-Corp classification offer social entrepreneurs a nice middle ground between being a for profit and a non-profit. Basically, the two classifications provide an alternative for companies that are a little too mission driven to operate as a traditional business but a little too business-like to be non-profits. As a result, these socially minded businesses receives some of the advantages of both worlds. Currently, L3C is only available in Vermont, Michigan, Wyoming, Utah, Illinois, North Carolina, Louisiana, Maine, and Rhode Island. B-Corp Classification is only available in Maryland, Vermont, Virginia, New Jersey, Hawaii, California, and New York. Social Purpose Corporations are scheduled to be legal in Washington State in June of 2012.

Social Venture

While there are tremendous social benefits to tool libraries, there's also a bit of funding required to set one up and see it through its first couple years. If you'd rather not chase after grants, round up funding from your members, or lobby the public libraries, you might consider starting a tool library through a social investment. While this type of structure can work great for established businesses that are looking to start tool libraries of their own, it can also work for social entrepreneurs. These individuals see an opportunity to provide a great public service in exchange for a either a modest return on their investment or at least a chance at recouping the costs of their social investment.



Budgets, Financing, & In-Kind Support

Budgeting

Your budget will obviously depend a lot on your objectives and the likelihood of funding. While that means that budgets vary widely among tool libraries, it's also the key reason for drawing one up. Not only will a well thought out budget allow you to predict your financial needs, it will also encourage you to examine and refine your workplan.

Some of the most common, major items on a tool library's basic budget are:

Salaries

Lease

Insurance

Tool Purchase

Tool Maintenance

Marketing/Outreach

Advertising/Signage

Office Equipment

Office Supplies

See Appendix B: Sample Tool Library Budget

Supporters & Volunteers

It's actually a decent exercise with most community projects to first draw up a budget as if you needed employees or contractors to do all the necessary work. Since most community projects have volunteers performing many duties, you can then discount those costs to reflect the value that your volunteers are bringing to the project.

To gauge an estimate of how much this discount might actually be, you should pass around a pledge sheet to anyone who might be interested in helping out. Those pledge sheets aren't a commitment of any sort, but they will allow you to predict how much of your labor will be provided by volunteers and how much you'll need to pay for. While many tool libraries rely entirely on volunteers, you should obviously first make sure that you have enough support before relying on that. Overstretched volunteers or understaffed tool libraries are both recipes for failure.

Member Financing

A number of tool libraries run strictly on donations from their members but often those donations come with time and aren't always available in the start-up phase. There are, however, a couple ways to attract member donations before you ever even open the door.

If your project has a good handful of strong supporters, you might consider offering some sort of lifetime membership, founding membership, or gift membership. Supporters may even be willing to offer a premium donation, knowing that their contribution will be the financing that

allows the tool library to get started or that their membership will be celebrated for years to come. In any case, it's usually worth asking!

You might also decide that you prefer to organize your tool library as a cooperative. In that case, the initial group of members will likely be responsible for covering all the start-up costs associated with the project. Down the line, however, some of these expenses may be recouped as more members join the cooperative and the costs per member go down. Without the start-up costs covered by the initial crew, though, the project never gets off the ground. Unless, of course, you decide to look a little harder for some outside funding.

Grants

If you haven't been able to round up enough funding from your membership or core supporters, it's probably time to either refine your budget a good bit or take a look at some outside sources of funding. Given that lending libraries are enjoying a decent bit of popularity at the moment, you should be able to identify a few grant opportunities or possibly even some loans that could get you the rest of the way.

One of the more common sources for grants has simply been local government programs, which often see lending libraries are great avenues for community development. But a variety of other groups, both public and private, have also supported lending libraries in the past to cover everything from environmental issues to disaster relief. A lending library can serve a wide variety of functions and you should keep that in mind when seeking out grant possibilities.

Crowdfunding

Sometimes programs and projects are more attractive to an individual than to a large granting organization. For cases such as those - which may certainly include lending libraries - crowdfunding can be a remarkable solution.

Using services such as [Kickstarter](#), [IndieGoGo](#), and [RocketHub](#), projects now have the ability to raise thousands of dollars through the support of the almighty crowd. These sites allow individuals to each make small contributions to projects that catch their eye. While each contributions might be less than \$10, successful crowdfunding campaigns attract so many of those small amounts that they can really add up.

Loans & Investments

If grant resources come up short or you'd simply prefer not to ask for a handout, you can always pursue a private loan either through an individual or, if applicable, perhaps through a microfinance institution. That might seem like a intimidating burden for a lending library to take on, especially if you're unsure of the library's income. In addition to revenue, though, lending libraries tend to acquire large amounts of donated capital in the form of their inventory. If the project doesn't pan out quite the way that you had hoped, but you've still managed to accumulate a collection, you can always sell off those items and likely pay back much, if not all, of the loan.



Staffing, Steering Committee & Volunteers

Staffing Needs

Before you determine if you need any employees, you first just need to determine your general staffing needs based on how often you'll be open and the potential size of both your collection and your membership. A nice to do this is to add up all the hours it would take for you to execute your current plan and then simply chip away at those hours by recruiting pledges of volunteer time. If the pledges aren't enough to reduce the staffing needs to a management amount, then it's time to revise the workplan before you move ahead.

Volunteers

The heart of most great community projects, volunteers aren't free labor. They are the library's core community and so it is crucial that the time volunteers spend working on the project are rewarding and enjoyable. Nobody signs up for torment more than once.

Some volunteers find their own roles naturally, while others prefer a few options to choose from. Though you might start out with a handful of volunteer descriptions, you should also make sure there's plenty of room for everyone to pursue their own interests and contribute to the project in their own productive way. As everyone contributes their unique abilities, they also develop a good bit of ownership and investment in the project's future.

It's critically important to acknowledge those contributions and also to make sure they are properly recorded. Not only does this help develop the feeling of community but it'll come in handy for future planning and grant applications. So be sure track these contributions regularly and celebrate the project's good fortune!

Internships

A number of lending libraries have been able to offer incredibly unique, internship experiences to local students and Americorps volunteers. Interns serve as an excellent middle ground between volunteers and staff, enabling you to provide more reliable services at a fraction of the cost. It's extremely important, however, that you not just treat an intern as any ordinary volunteer.

While some internships are indeed unpaid, you have a responsibility to ensure that the intern's experience is highly educational and helps to develop useful skills. With the required burden, sometimes internships are actually too much for a project to manage, especially if the project has no paid staff to directly oversee the intern. So, before simply assuming that interns are cheap labor, make sure that you have the capacity to make the internship rewarding to both the intern and the project itself.

[Americorps](#)

Employees & Contractors

Whatever doesn't get covered by volunteers or interns, obviously needs to be supported by paid employees or contractors. It might also make sense to consider hiring someone simply to take the everyday burdens off your volunteers and allow them to pursue the things that interest them. When deciding whether to hire someone, you also need to make sure you know the difference between an employee and a contractor.

It may vary a little by state, but an employee is someone who works with set hours, has a list of job responsibilities, and is instructed on how to complete those responsibilities. A contractor, on the other hand, is simply given deliverables that they must be completed by a set deadline. It's rather common for small projects and organizations to categorize all workers as contractors, since it's much easier and the projects don't have to cover payroll taxes. Usually, though, this is stretching the rules a bit, if not breaking them entirely.

[Employee or Contractor, IRS](#)
[Employment Taxes, IRS](#)

Appendix C: Sample Employment Contract

Training

Perhaps one of the best investments you can make is simply to make sure that new volunteers, interns, employees, and contractors are all the same page. For this, you'll probably need to establish some sort of training guide or procedure. It doesn't need to be overly complicated but it should make it much easier for someone joining your team to get up to speed quickly and feel a full part of the program without having to go through an extensive orientation.

You might also consider monthly safety trainings, as working with tools is inherently dangerous even if they aren't turned on. Pick a different subject every month, cover it in a half hour or so, and then kick back and relax, knowing that you've just created an infinitely safer workplace. At the very least, everyone will know where the band-aids are.



Insurance & Legal

Insurance

Trying to secure insurance can be a little intimidating, especially if your project doesn't have a larger parent organization. It can also be a little pricey, depending on which policies you select. It should go without saying, however, that this isn't the place to cut corners. While we can provide you with a general overview here, if you have any further questions, you should contact an insurance agent or company directly.

Lending libraries most commonly secure policies for the following:

General Liability Insurance - Coverage for injuries that are a result of using the items distributed by a lending library or when someone is injured during general operations.

Volunteer Insurance - Covers injuries to volunteers while working on the project.

Property Insurance - Coverage for stolen, damaged, or destroyed items on premises.

Inland Marine Insurance - Covers loss to moving or moveable property.

Vehicle Insurance

[Dena Levine Insurance, Broker](#)
[Philadelphia Insurance Company](#)

Legal Advice

If at all possible, you should definitely have a lawyer review your project before you lend the first item. While these guidelines might be enough to point you in the right direction, make no mistake. We are not lawyers and have no particular desire to practice law without a license nor to hear how our advice led to you getting sued.

If you don't have a lawyer at the ready and can't afford to hire one, there are usually pro-bono services available that might be able to review your project for free. If you have a law school nearby, you might want to check with them to see if they could possibly assign a few students to case with a faculty advisor. The law schools tend to have different names for these programs, but they almost all have them.

There should also be a few legal organizations in your state whose members offer pro-bono services. Usually, all you have to do is apply!

[University of Washington, School of Law, Public Service](#)
[Washington Attorneys Assisting Community Organizations](#)

Liability

When it comes to lending libraries, liability is probably both the most asked about topic and the most important. As discussed, these general guidelines are no substitute for actual legal advice. They will, however, provide you with a starting point for your group discussions and hopefully give you enough ammunition to hold the skeptics at bay until a proper lawyer gives you the all clear.

Liability Waivers

There are no exceptions. Everyone signs a waiver. While we provide you with a sample waiver as part of this packet, you should have your final version reviewed by a lawyer to ensure that it's appropriate for your needs and applicable to the laws in your state.

See Appendix D: Sample Liability Waiver

Borrowers/ Members Agreement

The Borrowers Agreement simply spells out the terms and conditions of the loans. It's essential to make sure that new members read and understand this document, as it outlines everything that is expected of them and how certain potential scenarios will be handled. It's nearly guaranteed that the more your members understand this agreement from the start, the less issues you'll have down the line. Members should never be learning about the rules after they have already committed infractions, as this obviously can lead to uncomfortable or even confrontational situations. We've included a sample Borrower's Agreement with these guidelines but, once again, please make sure to have your final document fully review by a lawyer prior to use.

See Appendix E: Sample Borrowers/Member's Agreement

Lease Agreements

Many a lending library has been made possible through the generosity of a kind and understanding landlord. While this certainly helps, unless you definitely know one of those landlords, your original budget should plan for paying full rent. Course, that might limit the amount of space that your library has available but you have to start somewhere. A number of tool libraries have started in small spaces and more on to larger ones as soon as their member base could support it.

Regardless of the cost, almost every landlord will require that you have insurance of your own. You may also have a hard time finding a landlord who believes that something like a community tool lending library is even acceptable, regardless of the insurance. In other words, not all locations will likely be available to you and, once you do find a spot, you might not get the friendly neighborhood discount that you'd prefer.

See Appendix F: Sample Lease Agreement

Inventory Acquisition & Maintenance

Acquisitions

There are now a handful of lending libraries that make their entire inventories viewable online. It's easy enough, then, to look around for a library similar to the one you'd like to establish and simply use their inventory list as a starter. Edit it however you see fit and be sure to request as much community input as you can from your team and your community. While you might be really excited about acquiring certain tools, it'll look a little foolish if noone else bothers to ever check them out. Regardless of the coolness factor of different tools, at the end of the day, you need to have a collection that meet the needs of your community both in scale and scope. Luckily, this is always just an educated guess so it should still be fun throwing the list together.

Obviously, this final list of acquisitions also has to stay within your budget. That said, if you have a little time and patience, you can get far more value out of used tools and often fill your order rather quickly at a surprisingly low price. Everything that doesn't fit in the budget, though, needs to go on the wish list for now.

West Seattle Tool Library Inventory: <http://wstl.localtools.org/library/inventory/browse>

West Philly Tool Library Inventory: <http://www.westphillytools.org/toolsListing.php>

Wish List

You might initially think of the wish list as a mere afterthought. As you'll soon find out, this will be the first item that many of your supporters ask about. Before they ever offer a cash donation of any sort, most people will want to provide an item off the wish list so as to help complete the collection. So be sure that you spend some time strategically composing this list, and don't be afraid to throw in a few dream items that you might never be able to otherwise afford. Sometimes, generous people will surprise you.

See Appendix G: Sample Tool Library Wish List

Tool Drives

In fact, wish lists are such an attractive way for the community to get involved, that they also serve as a great tool for outreach. Make sure to broadcast your wish list broadly and pursue opportunities to partner with local organizations or businesses for tool drives. In a couple of examples, businesses have offered discounts during tool drives for anyone making a donation. Usually, this works out great for both the businesses and the lending library, as well as the donors, who exchanged something they probably no longer need for a sharp discount on something they do.



Maintenance

As you're making up your acquisition and wish lists, it's also vitally important to take an item's maintenance costs into consideration. As maintenance costs vary greatly from tool to tool, you need to be careful not to spend your budget acquiring items that you can't afford to keep maintained. A broken tool is a useless tool and, if you can't afford to fix it, you would've been better off buying something else.

As a general rule, we might recommend that the maintenance costs for a basic tool collection should be budgeting in at about 10% of the entire collection's value. Though this is a broad estimate, it should grant you some breathing room if you get in trouble and little extra spending cash if you end up without any repairs at all. However much you put aside for maintenance, don't dare ignore this item in your budget.

Repair

This is a very simple topic. One of the most critical elements to ensuring that your tools stay in proper working order is to find someone who knows how to fix everything. Perhaps you'll have to pay this person for their services or perhaps they'll happily volunteer to help. Either way, make sure you budget for this service, if need be, and then shamelessly bribe that godly person with plenty of free donuts, cookies, and coffee. Best investment you'll ever make.

Free, online repair manuals: <http://www.ifixit.com/>

Inventory Management

It might seem like acquiring all the tools on your list was enough to establish the tool library's existence. What really defines the project as a library, however, is the cataloging and inventory management, dull though it may be. You could have all the tools you wanted but if your membership doesn't know they're available and you have no easy way to lend them out or accept them back, then what you really have is a big headache. It's extremely important, therefore, that you decide on both a system of cataloging and an inventory service right from the start, preferably even before tool acquisition.

Inventory Service

Though a number of tool libraries still use inventory software that is either very basic or was designed for book libraries, the movement is definitely towards online inventory services that are specially designed for lending libraries. Two of these services have recently emerged as the leaders each with their own benefits.

Local Tools

[Local Tools](#) was the first service designed exclusively for use with community lending libraries. It's been in active development since late 2009 and supports a large host of features that include inventory, member, loan and money management. Each of these modules also include reporting and the ability to export the library's data. The system is designed to be flexible enough to handle any type of lending library. Photos, PDFs, and basic information about each tool can be entered into the system, and can be searched or browsed via the web.

The system also offers a number of bells and whistles you might not expect from a lending library system - such as dashboards, configurable reports, image based search, advanced browsing, automatic emailed receipts, loan due reminders, and soon item "reservations". Local Tools is currently offered as a web-based service, the APIs will be opened soon, and the system will be fully open sourced in the future.

Tool Librarian

[Tool Librarian](#) is another option, and it is tailored to just Tool Lending Libraries. The Tool Librarian team is very focused on traditional tool libraries, and currently does not provide

support for lending other types of items. If you are looking for a very quick and simple, no bells and whistles system, this may be the one for you.

Other Systems

There are also a number of commercial and open source “rental management” and “library management” systems. Most tool and lending libraries express a great deal of frustration trying to run their library with systems that are not meant to deal with the types of issues tool libraries face. Unless you are working with an organization that already has something like a Point of Sale (POS) system -- and even if you are -- we strongly recommend you check both of the lending library specific systems listed above first.

Cataloging

Some lending libraries simply catalog the tools as they receive them (1,2,3,4,5,6...) without any indication of their category or use. Other lending libraries assign a system of numbers, perhaps with the first number or letter indicating the general category, such as C for carpentry or Y for yardtools (C1, C2, Y1, Y2...) Obviously, there are infinite variations of these techniques. Overall, just make sure that what you choose initially is something that you'll be able to use accurately for years. Most numbering systems have only small advantages and disadvantages from each other, but having to re-catalog your entire collection will likely drive you nuts. Whatever system you choose,

If you really want to jazz it up, you can even incorporate barcodes or RFID tags, which would save you the hassle of having to punch in the item's number every time and could probably also ensure a greater deal of accuracy. While cool, these two techniques might cost you a little more to set up than a black sharpie or an engraver.

Getting Tools Back

We recommend you use both receipts (electronic or printed) and reminders (electronic) to remind people when their tools are due back. Rather than chasing them down after tools are already late, send out email reminders before the tools are due back. For example, the Local Tools lending library management system is configured by default to send out reminders the day before a tool is due back to the email address on file.

Delinquencies

Not everyone who keeps an item out passed its due date is made of evil. In fact, most times, it's simply of matter of forgetfulness or lack of time. In those cases, a quick reminder is all that is really needed by phone or email. Some of the inventory services, such as Local Tools, will even send these notices out for you automatically as noted above. Whether or not your borrowers are simply forgetful, though, you should still keep a close eye on your delinquencies and maybe even monitor your loans similar to the way a banker might:

15 Days Late

30 Days Late

45 Days Late

60 Days Late

Late Fees

For some lending libraries, these delinquencies and their associated late fees are actually a major source of revenue. There are different views of whether charging late fees actually encourages tools to come back on time but it's hard to argue on their ability to generate revenue. If you choose to charge late fees, just remember that you probably will require a little management of its own and you can expect at least a handful of members who'd rather not pay for their error. All in all, though, most lending libraries report that members usually understand completely and often apologize as they freely hand over the fee. For those that do charge late fees, the penalty can range from \$1 per day to \$10 per week or more.

Inventory Recovery

When the threat of late fees doesn't bring an item back in, you might simply have to chase after it a bit. Through individual calls and emails, many items can still be recovered, even if they're well overdue. In most cases, it's simply that the member hasn't gotten around to returning the item or has simply forgotten that they even took it out.

In other cases, however, it may be necessary to explore your options. While no one looks forward to bringing anyone to court, if the item in question was valuable, you may consider filing suit in small claims court. Though this would be unfortunate, both your contributors and members deserve to have the collection protected and, by going through this process, you fulfill your commitment to its security. Then again, it might just be easier to write the item off, void the borrowers' membership, and call it a day.

In general, it's better to use positive reinforcement by reminding people to return items, and by letting them know others may be waiting for the items, than to resort to threats of late fees and small claims court.

See Appendix H: Sample Delinquency Letters

Writeoffs

Items that you no longer hope to recover should be written off your books. You need to remove them from the inventory listings and, if your accounting keeps track of the value of your total assets, you also need to make sure that your books reflect this loss. By writing these items off, you can refocus your efforts on delinquent items that are more likely to be recovered.



Members / Customers

Those that use your lending library will ultimately be the ones who transform the collection from just being a quaint collection of free stuff into being a tremendous community resource. Celebrate them!

Community Building

It's a huge mistake to just start up your lending library without community feedback or participation. By putting the library together, you're bound to create a neat service. The key to

creating an active community around the project, however, is to make sure that everyone who uses it feels at least a little bit of ownership pride.

It's not as simple as just giving others a tip of the hat by thanking them for whatever they contributed to the project. True communities are formed by those who participate and, if your library is going to develop that community, you need to invite your members to drive the library forward. So don't be afraid to lend the reins to the membership. Invite participation whenever possible, whether it's in the planning, maintenance, outreach, or anything else.

It all adds up and, if you actually want for your project to be more than a collection of stuff, you shouldn't be content to just have your members stopping in. They need to be involved!

Borrower's Agreement

If your lending library is like most others, you probably won't know most of the folks who show up, looking to use your collection. The idea of opening up the entire collection to strangers can sometimes bring a little fear with it. Though that fear is usually overblown, it's nonetheless important to ensure the security of your collection regardless of whether you're familiar with a borrower or not.

As mentioned earlier, borrowers agreements lay out the terms of the loans and help to resolve any disputes that might occur down the line. While these agreements should be reviewed by a lawyer, keep them simple and easy to read. The main point of the borrowers agreements isn't to win a legal argument; It's to allow the borrower to fully and quickly understand that they're part of a community and that everyone will be playing by the same rules.

Membership Numbers

It's awfully hard to gauge how many members of your community will decide to use your lending library. Since this is such a crucial factor in planning for space, inventory, and expenses, it might be helpful to glance at some other lending libraries to see if you can develop an estimate.

| Tool Library | Location | Members | Year Founded |
|---------------------|------------------|----------------|---------------------|
| West Seattle | Seattle, WA | 600+ | 2010 |
| West Philly | Philadelphia, PA | 950+ | 2007 |
| ReSource | Boulder, CO | 1000+ | 2010 |
| Northeast Portland | Portland, OR | 2,500+ | 2008 |

Source: [National Tool Library Google Group](#)



Financial Management

Accepting Payments & Donations

With all the commotion and hundreds of to-do items that go along with opening a tool library, sometimes the basics get overlooked, which can be a costly error. Setting up a way for your members to actually pay or donate to your project is important from day one. In fact, your opening day might be one of your busiest days so you better be prepared.

Cash Management

This may be as simple as it gets but processing cash can still lead to problems if you're not careful. Rather than just stuffing it in your pockets, you want to make sure that you've established a method to ensure that all cash is accounted for at the end of the day and properly stored or deposited.

If you're fancy enough to have a cash register that records all your day's transactions, you can easily check the daily receipts against the totals and perhaps have two people sign off on all the numbers. Many lending libraries don't quite have these luxuries, though, so usually a little bit of trust is involved. Nonetheless, you should always record daily totals, sign for them, and then store or deposit them.

Check Management

Technically, if you have a fiscal sponsor, all donations are actually being made to that sponsor. But as long as your project is listed as a DBA (doing business as) of the fiscal sponsor and you have a bank account under the project's name, you can accept checks made out to the project itself. Otherwise, checks need to be made out to the fiscal sponsor so that they can be properly processed.

Credit Card Options

Accepting credit cards has recently become incredibly easy, especially if you have online access or, better yet, a smart phone. Please keep in mind, that we've published rates below that may not be the most current offering. Rates tend to change and are also subject to your type of organization.

[Square](http://www.squareup.com) (*www.squareup.com*)

With the help of a smart phone and a small device that plugs into a headphone jack, you can use Square to process payments anywhere you have access to wi-fi. This relatively new service is incredibly quick and easy to use and, best of all, the terms are as simple as possible. All transactions have a fee of 2.7%. In order to get started using Square, just visit their website and request a free device. Then download the Square app onto your phone and set up your account. Square will accept the payments, remove the fee, and then automatically transfer the funds to your bank account.

[Paypal](http://www.paypal.com) (*www.paypal.com*)

Paypal can be annoying and unnecessarily complicated but it has its purpose. When you sign up for a basic Paypal account, non-profits can accept donations online for a rate of \$.30 per transaction plus 2.6%. (For-profits have higher rates.) For \$30 a month more, you can also sign up for Virtual Terminal, which allows you to process credit card information over the phone or in person. Paypal will accept the payments, remove the fees, and place the funds in your Paypal account until you request that they be transferred to your bank account.

Basically, Paypal is an advanced service for a decade ago and an antiquated service for today. The technology is more or less fine, but it's ease of use leaves a lot to be desired and its customer service is notoriously horrendous. The major benefit of using Paypal is simply that it can lend legitimacy to your project, as many people are now familiar with it and therefore comfortable providing it with their credit card information. It's also utilized by other major services, such as Meetup, to facilitate online, member payments. While this review might make it sound like something you should avoid, Paypal can still come in handy, even today, so don't dismiss it entirely.

[Amazon Payments](#)

Amazon works largely on the same principle as Paypal. The rates are slightly different but you get the idea. It's the online option for people who have had horrible experiences with Paypal that have left them annoyed, bitter,...and writing lending library starter manuals.

Community Outreach

Outreach to volunteers/founders

It's never too early to start recruiting your first members, especially if they're also willing to be the project's founders. Most community projects really need a core group of founders who are willing to stay with the project for the first two years. Folks will come and go, especially if they're all volunteers, but starting with a strong core group of neighbors will vastly improve the project's chances of success.

Be certain to publicize your meetings and don't be afraid to keep them open to everyone. Those who don't work well with the group will eventually find their way out but you might be surprised by the hidden skills of those you wouldn't initially be inclined to invite.

If your lending library is a project of a larger organization, you'll probably have an easier path in front of you, but nothing is guaranteed. Take advantage of the resources you have at your disposal and build the strongest foundation for your project that you possibly can.

Outreach to businesses

One of the more frequent concerns that people have about lending libraries is their effect on the local economy. There's a fear that, if you plan to offer items for free, you'll hurt a lot of good businesses. This isn't a topic you should ignore, especially if you plan to accept public funding to get your project started. Luckily, the actual effect is quite the opposite, and lending libraries can be a real benefit to some of the very businesses that would otherwise stand the most to lose. You should work closely with local businesses in order to really highlight and enhance these benefits.

If you're curious about what local businesses might think, go talk with them. Lending libraries offer an amazing new way for local business to get involved in their communities while also supporting their own sales. As a result, many tool libraries, for instance, have actually found strong partners among local hardware stores, nurseries, and even rental shops.

Perhaps one of the easiest ways to initiate these relationships is by proposing some sort of cross promotion. If everyone who makes a donation to your project receives some sort of

incentive at a local business, you might be able to draw a close link between the success of your library and increased sales numbers. Even if those numbers don't exactly blow the business owners socks off, they'll still help to establish this productive link within your community and head off a number of concerns.

Outreach to members/customers

With community lending libraries, reaching out to potential members is only slightly different than reaching out to volunteers. Ideally, it'd be great if all of your members actually took up an active role either in the operations of the library itself or by participating in the library's social community. Just as with volunteers, you should start recruiting potential members right from the start. Waiting until the project plan is fully formed will only ensure less community feedback and a delayed buy-in.

Most lending libraries aren't actually trying to create the perfect product as much as they're simply trying to develop a collaborative community. To jump start that community, you might start visiting other neighborhood organizations or social groups that have already attracted active participation. You'll not only be spreading the good word about your project but you'll also likely have the chance to explore partnership opportunities with these groups. Perhaps an organization's upcoming workparty could serve as your project's launching platform. Or perhaps you could offer to host one of the group's meetings, which would guarantee that everyone in that group had first hand exposure to your project.



While effective, getting around to all these community meetings or even hosting your own can get a little time consuming and laborious. Though it might not work for everyone, social media definitely helps to solve this challenge and, with just a little encouragement, can even take on a life of its own.

Marketing & Social Media

Marketing

Don't wait until your plan is perfect before you start marketing the idea. As a community-based project, the sooner the community is involved in your project, the better. That doesn't just mean involving them in the end result. It means involving them in the entire process. So marketing your project should be a point of concern from the first day.

Logo

Even if you don't have a graphic designer involved with your project, you should still take the time to develop a quality logo. It might seem like a small detail, but this logo will be viewed far more than any other aspect of your project and really needs to communicate what your project is about, quickly and clearly.

If you have a little funding you might choose to hire a graphic designer. In the long run, this will actually save you a lot of time and allow you to more quickly and easily take advantage

marketing opportunities as they arise. A graphic designer will sit down with your group to gain an understanding of your project and then probably develop a series of logo options for you to choose from. It's a bit of process and little expensive but it can definitely pay off.

If you lack the funding or the time, there are also handful of online resources and programs that you can use to develop a quality digital image:

[Logomaker](#)

[Vista Print](#)

[Inkscape](#)

[Get Paint](#)

Big Media

Lending libraries are still a relatively new concept so you might be surprised at how quickly your project attracts the attention of major news sources. Surprisingly, since these outlets aren't likely to supply your project with consistent coverage, they're actually not as great at establishing your member community as more local media. Nonetheless, they can give you a significant amount of credibility and change the perception of your project from a neat idea to a legitimate community endeavour.

Local Blogs

The influence and outreach of both local blogs and neighborhood-focused journalism has dramatically expanded in just the last few years. In some communities, the local blogs are so popular that they'll likely serve as one of your best marketing outlets. Not only are these blogs great for communicating announcements and events, but they also tend to relate to their communities a bit more successfully than traditional media. This is obviously a perfect feature to embrace when trying to start a community project.

Donation Drives

As mentioned in the last section, donation drives can be a really effective way to connect your project to local businesses and organizations. They're also great for marketing, as those local businesses are likely to help advertise and market the event themselves. Besides helping you build your collection, donation drives are a perfect excuse to get off your butt and go talk to your business community.

Yard Sales, Flea Markets, & Craigslist

Acquiring your collection should be both a part of your operations plan as well as your marketing plan. It's great if you're able to secure a big grant or attract a donor that can fund the purchase of the entire collection. While that establishes the collection, it also misses out on the huge benefits of involving your community in the building of the library. This is a perfect opportunity to develop that feeling of ownership among your neighbors. If everyone contributes one or two items, then it is truly a community collection!

You might be able to attract those widespread contributions simply by putting a call out for donations but, more likely, you'll have to purchase a few things. And the best way to buy most lending library items is through second hand sales such as yard sales, flea markets, or online marketplaces such as Craigslist. It's not just that these sources will provide the best deals, which they will. It's also that each transaction through a second-hand source usually provides a much better opportunity for marketing. Whether it's your celebrated participation is a community

wide garage sale, or a quick purchase from an individual on Craigslist, make sure that sellers know where their items are headed. The word of mouth generated at the end of the day will add greatly to the reward you get by having secured an excellent deal.

Social Media

If you're not a fan of social media, it's probably time to change your opinion. Using social media effectively can create an active community base in a fraction of the time than it would take you to recruit neighbors in more traditional ways. That doesn't mean you suddenly have to become an obsessed social media expert, but you might benefit from having a presence on one or more of the following networks:

[Facebook](https://www.facebook.com) (facebook.com)

[Google+](https://plus.google.com) (plus.google.com)

[Twitter](https://twitter.com) (twitter.com)

[Meetup](https://www.meetup.com) (meetup.com)

[FourSquare](https://www.foursquare.com) (foursquare.com)

[Pinterest](https://www.pinterest.com) (pinterest.com)



Networks & Mentors

Though social media will help you develop a virtual network, it's also imperative that you continue to develop your professional network as well. While you might not be looking to make a living off your lending library, this network will allow you to run the project as easily and successfully as possible. Since lending libraries have been around for over two decades now, there's plenty of knowledge and experience around to help you. Make sure you contact at least a few other libraries somewhere in the course of establishing your own. You'll be amazed at how common all the questions and concerns are.

National Tool Library Google Group

One of the best resources currently out there is the National Tool Library Google Group:

<http://groups.google.com/group/toollibrary?lnk=srg>

Existing Tool Libraries

Local Tools maintains an excellent map of existing tool libraries throughout the United States.

<http://localtools.org/find/>

Mentors

Share Starter has begun to set up a network of seasoned mentors from tool libraries that have been around for two years or more. We hope to match up these mentors with younger lending libraries that best match the mentor's experiences.

There's no better way to get the exact answers you need than from someone who has succeeded with a program quite similar to your own. To request a mentor, please simply write to info@sharestarter.org with a description of your program, and we'll do our best to connect you.



Frequently Asked Questions From Projects



Structure

Do I need to be a 501c3?

If you're a non-profit, you probably want to consider either seeking 501c3 status or working with a 501c3 as your fiscal sponsor. You can also operate under any of the other structures outlined in the general guidelines.

How do I find a fiscal sponsors?

You should look for organizations whose mission may echo your own and approach them about becoming your fiscal sponsor. Essentially, you're asking to become a project of that organization and so not all organizations will be open to that. Considering that they usually receive a fee, however, some organizations serve as fiscal sponsor to a number of projects.

How much will a fiscal sponsor charge?

Fiscal sponsors generally charge between 5-12% of all funding they process. But you might get lucky and find an organization that prefers to just take you on as an essential program and requests no fiscal sponsor fee at all.

What's the difference between a tool library, a tool bank, and a tool rental shop?

Depends who you ask, and isn't really that important anyhow so feel free to call yourself whichever sounds best.



Funding

How much does it cost to start a tool library?

Tool Libraries can definitely be started on the cheap through volunteer labor, donated tools, and a generous landlord. A well supported tool library, however, could cost between \$10-20K in the first year. Inevitably, most of the cost will depend on whether you decide to have employees and how often you plan to be open.

How do I find the initial funding?

There have been as many different sources for tool library funding as there are tool libraries. Government funding through public grants, however, seems to be the most popular. Other tool libraries have raised initial funds through sponsorships, private loans, and such tactics as offering lifetime memberships to generous donors.

How does a tool library become sustainable?

There are a number of common revenue streams that can easily support a tool library as it grows and develops. These include membership donations, tool sales, business sponsorships, class fees, late fees, and more. In addition to these forms of self-financing, tool libraries frequently also pursue a variety of grants, both public and private.



Staffing, Steering Committee, & Volunteers

How many employees will I need?

Some tool libraries operate with an all volunteer crew while others have two full time employees. Much of your decision will depend on your open hours, the dedication and availability of your supporters, and the size of your operation. By following some of the guidelines in the Staffing section, you should be able to come up with a decent understanding of your needs.

What the difference between an employee and a contractor?

It may vary a little by state, but basically an employee is someone who works with set hours, has a list of job responsibilities, and is instructed on how to complete those responsibilities. A contractor, on the other hand, is simply given deliverables that they must complete by a set deadline. It's rather common for small projects and organizations to categorize all workers as contractors, since it's much easier and the projects don't have to cover payroll taxes. Usually, though, this is stretching the rules a bit, if not breaking them entirely.

Could the projects' steering committee or board of directors be held liable should an accident occur?

Anyone can sue you for anything at any time, even if they're wrong. That'll always be true but it doesn't mean they'll always win the case. In this instance, it's important that the steering committee and board of directors are properly indemnified in the parent organization's articles of incorporation. If your tool library is simply a project of a larger organization, be sure to check with that parent organization to make sure that this is clearly stated in their articles. Obviously, in addition, you also want to make sure everyone signs waivers and be certain that you're properly insured. If you have access to legal advice, use it. We've never heard of a tool library being sued, but that's no reason to take this subject lightly. The risk is definitely there.

Can I trust volunteers to handle cash donations?

Nevermind the money. You shouldn't have any volunteers involved with your project who you don't trust. That said, you can always request that volunteers consent to a background check before handling any of the financial aspects. Additionally, you should definitely incorporate internal controls that ensure no one person is processing and overseeing all financial donations, especially cash donations.

Insurance

Where can I find insurance for a tool library?

Sometimes a tool library program can simply find insurance through its parent organization or fiscal sponsor. If that's not possible, it might be best to find a good insurance broker who can walk you through the process and find an insurance company that's right for you. See the insurance section above for some recommendations.

How much will insurance cost?

Depending on how you set it up, insurance for a modest sized program can cost between \$500-\$2,000. A lot of this will depend on how much business you conduct and if you're working with a larger organization.

Am I liable if someone hurts themselves with tools I've lent them?

If you avoid intentional negligence and have your members sign waiver forms, you probably can't be held liable. As part of your startup process, though, you should definitely consult a lawyer, especially as laws vary from state to state.

Inventory Management

How do I track the tools?

There are a couple really great inventory services that were specifically built for tool libraries. [Local Tools](#) has been around a couple years and has a ton of features. The second, [Tool Librarian](#), is relatively new but still seems to have enough built into it to get the job done. For a better description, see the comparison in the Inventory section of the Guidelines.

How long should I lend tools out for?

Some tool libraries lend by the day and some for a week at a time. Others just say to bring it back when you're done. Unless you're planning to be open 5-7 days a week, you should probably consider making the rental period a standard week.

Should I expect tools to come back broken?

You should always expect it, but it doesn't happen nearly as often as you might fear it would. Most libraries report that members often either get the tool repaired themselves or are fully ready and willing to compensate the tool library for damages.

What do I do when a tool isn't returned?

Whether or not you enforce it, it's a good policy to have set late fees as well as conditions that the borrowers may face if they don't return the tool on time. All of this should be in the Borrowers Agreement that members sign when they join. You should also make it a standard practice to track any delinquencies and consistently remind borrowers when their items are overdue. Some inventory services can do this for you automatically. If a tool still isn't returned after an extended period, you should consider the tool lost and write it off your books. Whether you choose to bring the member to small claims court to recover the value is a whole separate matter. Either way, you need to then revoke that members use of the collection at least until the matter is settled.

The Sharing Economy

Won't local rental shops and hardware stores be worried about a tool library?

Probably at first. And who would blame them? There are a number of ways that you can establish productive relationships with local businesses to ensure that the tool library's benefits aren't just limited to your members. Since tool libraries generally motivate an entirely new market of potential customers for these local businesses, innovative business owners will immediately see the opportunity. Other owners might need to see the program in action first.

How can I connect the tool library into the local economy?

Tool drives, business groups, sponsorships, & community programming are all great avenues for community connection.

Mentorship & Networking

Is there anyone who can answer more specific questions?

Share Starter has begun to set up a network of seasoned mentors from tool libraries that have been around for two years or more. We hope to match up these mentors with younger lending libraries that best match the mentor's experiences. As you've probably noticed from these guidelines and FAQs, the answers to a lot of these questions really depend on the characteristics of your unique program. There's no better way to get the exact answers you need than from someone who has succeeded with a program quite similar to your own. To request a mentor, please simply write to info@sharestarter.org with a description of your program, and we'll do our best to connect you.

Is there any sort of trade group or peer support network?

The best thing out there at the moment is The National Tool Library Google Group, which now has over a hundred members. It's a great resource for answers to your questions and also just to chat with other tool libraries.

Additionally, you should connect with other community networks even if they aren't exclusively focused on tool libraries or sharing. While these networks probably can't tell you which tools to acquire, they might be able to provide excellent community feedback, insight, and opportunities for marketing and outreach.

We're hoping to gradually develop a combination of these two so that best practices for lending libraries can be addressed in the same space as community needs. With any luck, that will allow for the best of the past to pave the way for those who have yet to even considered lending libraries.



Appendix

Appendix A: Sample Fiscal Sponsor Agreement

THE WEST SEATTLE TOOL LIBRARY FISCAL SPONSORSHIP AGREEMENT

This is an agreement made on 04/___/2010, by and between the Sponsor, Community Harvest of South Seattle and the Project, Sustainable West Seattle, dba The West Seattle Tool Library.

The Sponsor

Community Harvest of South Seattle is a nonprofit corporation, exempt from federal tax under section 501(c)(3) of the Internal Revenue Code, as amended (the “Code”). It is formed for purposes of reducing hunger by increasing access to fresh fruits and vegetables for neighbors in West Seattle and White Center, which creates stronger connections and a healthier community.

The Project

The West Seattle Tool Library is a project of Sustainable West Seattle, a non-profit organization currently in the process of filing for 501(c)(3) status. The West Seattle Tool Library is formed for the purposes of promoting a more engaged, active, and resourceful community by empowering community users and partner organizations with low-cost access to a wide range of useful tools, literature, and related knowledge.

The Agreement

The Sponsor is willing to receive tax-deductible charitable contributions from non-governmental sources for the benefit and use of implementing the Project. The Project, with the administrative assistance of the Sponsor, desires to use these funds in order to implement the Project’s purposes. By entering into this Agreement, the parties agree to the following terms and conditions:

1. Receipt of funds:

The Sponsor agrees to receive non-governmental grants, contributions and gifts to be used for the Project, and to make those funds and resources available to the Project. All monetary donations will be subject to a 6% fiscal sponsor fee, which the Sponsor will retain.

2. Acknowledgment of charitable donations on behalf of the Project:

The Sponsor agrees that all non-governmental grants, charitable contributions and gifts which it receives for the Project will be reported as contributions to the Sponsor as required by law, and further agrees to acknowledge receipt of any such non-governmental grants, charitable contributions or gifts in writing and to furnish evidence of its status as an exempt organization under Section 501(c)(3) to the donor upon request. The Sponsor agrees to notify the Project of any change in its tax-exempt status.

3. Protection of tax-exempt status:

The Project agrees not to use funds received from the Sponsor in any way which would jeopardize the tax-exempt status of the Sponsor. The Project agrees to comply with any written request by the Sponsor that it cease activities which might jeopardize the Sponsor's tax status, and further agrees that the Sponsor's obligation to make funds available to it is suspended in the event that it fails to comply with any such request. Any changes in the purpose for which grant funds are spent must be approved in writing by the Sponsor before implementation. The Sponsor retains the right, if the Project breaches this Agreement, or if the Project jeopardizes the Sponsor's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds.

4. Use of funds:

The Project agrees to use any and all funds received from the Sponsor solely for legitimate expenses of the Project and to account fully to the Sponsor for the disbursement of these funds.

5. Financial procedures:

The Project itself will accept cash donations, checks, and other physical donations contributed to the Sponsor on the Project's behalf. The Project will follow its internal cash handling policy and operations manual for the receipt of all checks and cash with the exception of delivering these donations on a monthly basis to the Sponsor. The Sponsor will process the funds per its own operations manual, and issue a check to the Project for the value of all funds minus a 6% fiscal sponsor fee. Physical assets donated to the Project will carry no such fee.

6. Financial accounting and reporting:

The Project will maintain books and financial records for the Project in accordance with generally accepted accounting principles. The Project's revenue and expenses shall be separately classed in the books of the Sponsor. The Project will provide reports reflecting revenue and expenses to the Sponsor by the first Monday of every month through the duration of this agreement and on an annual basis, within one month after the end of the Sponsor's fiscal year.

7. Employment:

Unless otherwise agreed, and subject to their consent, all personnel to be compensated for working on the Project shall be at-will employees of the Project and subject to the same personnel policies and benefits that apply to all employees of the Project.

8. Governance:

Authority to manage the programmatic activities of the Project is delegated to the Project's Steering Committee.

9. Fundraising:

The Project may solicit gifts, contributions, and grants which are earmarked for the activities of the Project. The Project's choice of funding sources to be approached and the text of the Project's letters of inquiry and grant applications are subject to approval by the Sponsor. The Sponsor shall be responsible for the processing and acknowledgment of all monies received for the project, which shall be reported as the income of the Sponsor for both tax purposes and for purposes of the Sponsor's financial statements. The Project will not use the Sponsor as a fiscal sponsor for any government or public agency grants that it chooses to pursue.

10. Termination:

Either party may terminate this Agreement by giving 30 days written notice to the other party. If the Project will continue to exist but one of the parties desires to terminate the Sponsor's fiscal sponsorship of the Project, the following terms and conditions shall apply. Another nonprofit corporation which is tax-exempt under IRC Section 501(c)(3) and is not classified as a private foundation under Section 509(a) must be willing and able to sponsor the Project (the "Successor"). The Successor must be approved in writing by both parties by the end of the 30-day written notice period. If the parties cannot agree on a Successor to sponsor the Project, the Project shall have an additional 60 days to find a Successor willing and able to sponsor the Project. If a Successor is found, the balance of assets held by the Sponsor for the Project, together with any other assets held or liabilities incurred by the Sponsor in connection with the Project, shall be transferred to the Successor at the end of the notice period or any extension thereof, subject to the approval of any third parties (including funding sources) that may be required.

If the Project has formed a new organization qualified to be a Successor as set forth in this Paragraph, such organization shall be eligible to receive all such assets and liabilities so long as such organization has received a determination letter from the Internal Revenue Service which states the new organization is exempt from federal tax under section 501(c)(3) of the Internal Revenue Code no later than the end of the notice period or

any extension thereof. If no Successor is found, the Sponsor may allocate the Project's assets and liabilities in any manner consistent with applicable tax and charitable trust laws and other obligations.

This Agreement will remain in force until the end of the project, the end of the 30 days written notice by either the Sponsor or the Project, or upon joint agreement of immediate termination, whichever date is sooner.

By signing below, both parties agree to execute this Agreement on the day and year first written above.

Sponsor

Community Harvest of South Seattle

Project

Sustainable West Seattle, dba The West Seattle Tool Library

 **Appendix B: Sample Budget**

| | | | |
|--|-----------------|-----------------|-----------------|
| Sustainable West Seattle | | | |
| SWS Tool Library Project | | | |
| Projected Income Statement | | | |
| Forecast 2010-2012 | | | |
| | 2010 | 2011 | 2012 |
| | Annual | Annual | Annual |
| Operating Revenues | | | |
| Grants (City of Seattle, Small & Simple) | 20000 | 0 | 0 |
| Grants (Other) | 0 | 12000 | 8000 |
| Corporate Sponsorships | 1000 | 2500 | 5500 |
| Private Cash Donations | 800 | 900 | 800 |
| Memberships (Affiliated) | 2200 | 3000 | 3600 |
| Memberships (Students) | 1435 | 2450 | 2625 |
| Memberships (Low-Income) | 580 | 800 | 1000 |
| Memberships (Non-Affiliated) | 2650 | 3250 | 3750 |
| Tool Rentals (by Individuals) | 3275 | 4500 | 4750 |
| Tool Rentals (by Organizations) | 810 | 1000 | 1000 |
| Tool Late Fees | 817 | 1100 | 1150 |
| Tool Sales | 500 | 600 | 700 |
| Total Revenues | \$34,067 | \$32,100 | \$32,875 |
| Operating Expenses | | | |
| Office Lease | 900 | 1200 | 1200 |
| Fiscal Sponsor (6%) | 158 | 0 | 0 |
| Tool Purchase (Excludes Blades & Bits) | 6782 | 2000 | 1500 |
| Tool Maintenance, Blades, Bits, Parts | 1800 | 2100 | 2300 |
| Salaries | 8100 | 15000 | 15750 |
| Payroll Taxes | 620 | 1148 | 1206 |
| Business Licensing | 105 | 105 | 105 |
| Insurance | 2520 | 3360 | 3360 |
| Marketing/ Promotions | 950 | 600 | 600 |
| Office Supplies | 900 | 1200 | 1200 |
| Computer Software/Hardware | 4350 | 1000 | 1000 |
| Postage | 450 | 500 | 500 |
| Phone/Internet/Cell | 1341 | 1500 | 1500 |
| Printing | 900 | 1200 | 1200 |
| Legal Fees | 240 | 480 | 480 |
| Sales Tax | 49 | 58.8 | 68.6 |
| Total Expenses | \$29,107 | \$30,252 | \$30,769 |
| Profit/Loss | \$ 4,960 | \$ 1,848 | \$ 2,106 |

 **Appendix C: Sample Employment Contract**

July 27, 2010

Sustainable West Seattle
dba The West Seattle Tool Library
PO Box 16251
Seattle, WA 98116

We are pleased to extend to you an offer of part-time employment by Sustainable West Seattle, doing business as The West Seattle Tool Library (the "Organization"), on the terms and conditions set forth in this letter.

1. Position. Your position shall be as the Tool Library Manager of the Organization. You shall report to the Steering Committee of The West Seattle Tool Library. You shall perform the duties and responsibilities of the Tool Library Manager of the Organization, as well as such other duties and responsibilities as may be reasonably assigned to you by the Steering Committee and the Organizations from time to time.
2. Starting Date; Nature of Relationship. Your part-time employment with the Organization shall commence as of August 1, 2010. Notwithstanding the terms of the foregoing or any other sentence hereof, no provision of this letter shall be construed to create an express or implied employment contract for a specific period of time. Either you or the Organization may terminate the employment relationship at any time for any reason permitted by law.
3. Salary. Your initial wage will be \$XX per hour, payable in substantially equal installments in accordance with the Organization's payroll practices as in effect from time to time, less any amounts required to be withheld under applicable law per pay period. You will receive an interim performance review three (3) months after you begin work at the Organization, and if your work is determined to be satisfactory during the review period, your salary will thereafter be calculated at a rate of pay equal to \$XX per hour, payable as provided in the first sentence of this clause 3. You will receive a second interim performance review six (6) months after you begin work at the Organization, and if your work is determined to be satisfactory during the review period, your salary will thereafter be calculated at a rate of pay equal to \$XX per hour, payable as provided in the first sentence of this clause 3.
4. Reimbursement of Expenses. You shall be entitled to reimbursement for all ordinary and reasonable out-of-pocket business expenses that are incurred by you in furtherance of the Organization's business in accordance with the Organization's policies as in effect from time to time.
5. General Provisions. (a) This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral; (b) this Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to the conflict of law principles thereof; (c) this Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns; (d) this Agreement may not be amended or modified except by an instrument in writing signed by the parties hereto; and (e) the parties hereby submit to the exclusive jurisdiction of the state courts of and the United States federal courts sitting in the State of Washington for the resolution of any disputes arising hereunder.

You may accept this offer of employment and the terms and conditions hereof by signing one copy of this letter and returning it to the Organization at _____ to the attention of _____. This offer will expire at the close of business on Saturday, July 31, 2010, unless accepted by you prior to such time and date.

Sincerely,

President, Sustainable West Seattle

Accepted and agreed:

Signature: _____ Date: _____

✿ **Appendix D: Sample Liability Waiver**



The tools in our collection are for the use of West Seattle Tool Library members. Out of respect for future users, please clean any tools you borrow before returning them and report any damage The Tool Library immediately. Though borrowers are responsible for damage that they have caused, we promise not to be angry. If you feel compelled to return them in better condition than when you borrowed them, that would be highly appreciated.

I, _____ (*print name*), state that I am capable and experienced in using the tools I am borrowing, and that I will use the tools I am borrowing in a proper manner.

I, _____ (*print name*), do hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow tools, waive any and all claims against Sustainable West Seattle and The West Seattle Tool Library, its officers, agents, and employees for any injury or injuries of any nature that I may suffer or incur in the use of the tools that I am borrowing from The West Seattle Tool Library.

I, _____ (*print name*), hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow tools, agree to release and indemnify and hold harmless Sustainable West Seattle and The West Seattle Tool Library, its officers, agents, and employees from any and all liability, loss, claims, and demands, actions or causes of action for the death or injury to any persons and for any property damage suffered or incurred by any person which arises or may arise or be occasioned in any way from the use of tools I am borrowing from the Sustainable West Seattle Tool Library. I am aware that SWS, the SWS Tool Library, its partners, directors, officers, members, and employees claim no expertise and make no representation concerning the fitness of any tool for any particular use.

I affirm that the above information is current, true and correct and may be subject to verification. I further state that I have read and fully understand the rules and regulations of The West Seattle Tool Library and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges and/or legal action against me. I have read and signed a Waiver and Indemnification form, relinquishing any and all claims against Sustainable West Seattle, The West Seattle Tool Library, its officers, agents, and employees.

Signature _____ Date: ____/____/____

Name (print): _____



Borrower's Agreement & Tool Use Policy

1. Members must be age 18 or over to borrow tools from The West Seattle Tool Library ("Library").
2. Prior to borrowing tools, all Members must (a) complete a Membership Application; (b) sign the Waiver and Indemnification Form; (c) sign this tool policy form; and (d) have their residence confirmed by a Tool Library volunteer or member of the staff. Completing a Membership Application includes the completion of the Membership Application form and verification of the Member's identity. Verifications of the Member's identity is accomplished by presenting a valid government-issued photo ID and a second form of identification that includes a current address.
3. Library staff is available to assist in explaining operation of tools. However, by taking possession of any item, the Member is certifying that he or she is capable of using that item in a safe and proper manner.
4. Only the Member is authorized to use Library tools. The Member shall not permit the use of items checked out to him or her by any other person unless by the express permission of the Library.
5. Members will not specifically be charged for borrowing any tool, but will be advised as to the suggested donation for the tools that they are borrowing.
6. All tools borrowed are to be returned to the Library by close of business on their due date. Tools may only be returned during the Library's open hours on Thursday from 6pm-9pm, Saturday 9am-2pm, and Sunday 1-5pm.
7. If a tool is returned late, the Member will be responsible for a late fee. This late fee will be \$5 per day for every day the Library is open until the tool is returned. Late fees are capped at the full replacement cost of the tool plus a \$5 administrative fee per tool. The Library may replace severely delinquent tools, holding the Member responsible for the full replacement cost plus a \$5 administrative fee. Fines must be paid in full before borrowing additional items.
8. The Library reserves the right to use appropriate steps to retrieve delinquent tools or unpaid fines and fees, including the use of a collection agency and/or legal action and assess the delinquent Member with the cost of any such action. The Library also reserves the right to forgive fees due to special circumstances.
9. Tools may be reserved only on the actual date of checkout. All reservations must be confirmed by a Tool Library staff member, volunteer, or automated response to be effective. All reservations will be nullified by 6pm on Thursday for Thursday checkouts and 11am on Saturday for Saturday checkouts. The Tool Library reserves the right to make an exception to this policy for large, community events. No exceptions will be made for individual lending.
10. Members may renew each tool once if (a) the Member contacts the Library by noon on the day that the tool is due, and (b) no other Member has reserved the tool. The Library reserves the right to refuse or limit renewals and will do so based on demand.
11. The Member agrees that the Library is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed tools.
12. The Member agrees that if any borrowed tool becomes unsafe or in a state of disrepair, he or she must immediately discontinue use of the tool and notify the Library of the issue on return, if not earlier.
13. All tools are to be returned in the same (or better) condition as they were issued, barring normal wear and tear. **All tools must be returned clean.** The Member agrees to pay for the loss of or damage to any item and further agrees to accept the Library's assessment of condition of items and to further agree to the Library's assessment of fair restitution for damage, dirtiness, delinquency, and/or loss of items in part or in total. This restitution amount could equal the full replacement cost of the item plus a \$5 administrative fee.
14. The Library reserves the right to refuse the loan of any item at its discretion.
15. I affirm that the information that I have provided on the Membership Application is current, true, and correct. I understand that this information may be subject to verification.

16. I further state that I have read and fully understand the rules and regulations of the West Seattle Tool Library, and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges and/or legal action against me. I have read and signed a Waiver and Indemnification form, relinquishing any and all claims against the West Seattle Tool Library and Sustainable West Seattle.

Please check the box and add your signature to the space provided on the Membership Form, acknowledging that you have read and agree to The West Seattle Tool Library's Tool Use Policy.



Tool Library Membership Application

Thank you for joining the West Seattle Tool Library. Please complete the information below and return to The Tool Library. Upon approval, your membership will be activated. Welcome!

Your Information

Name _____

Address _____

Phone _____

Are you at least 18 years of age? YES NO

I have read and agree to abide by The West Seattle Tool Library's Tool Use Policy.

I especially read the part that said all tool rentals are for one week. That was my favorite part.

Signature

Date of Agreement

| |
|---|
| <p>Tool Library Use Only</p> <p>Date _____ / _____ / _____</p> <p>Volunteer Name _____</p> <p>ID#1 _____ ID#2 _____</p> |
|---|

Appendix F: Sample Lease Agreement

LEASE AGREEMENT

1. This Lease Agreement is made and entered into between South Seattle Community College, whose address is 6000 16th Ave. SW, Seattle, WA 98106, hereinafter called the Licensor, and Sustainable West Seattle (SWS), dba The West Seattle Tool Library, hereinafter called the Licensee:

Whereas, the licensee agrees to provide educational services to the community on the use of tools, environmental building practices, and sustainable living projects in furtherance of the College's mission. NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

2. The Licensor hereby grants to the Licensee use of the following Premises during normal business hours (6AM – 10PM):

Approximately 50% of the space in the storage closet located in the Irrigation Lab Building for tool storage, access to the sales counter space in the Landscape Horticulture garden center for transactions, and use of garden center space for demonstrations on tool use.

for the following purpose(s):

Operating a community tool lending library per the description and conditions described in the attached "proposal" document. The tool lending library operating hours will be Thursdays from 4-8PM and Saturdays 9AM to 2PM. Operating hours can be changed with written request by the Licensee and approval by the Licensor.

3. Term. This agreement shall remain in force from 04/09/2010 through 04/09/2011, except that it may be terminated by either party after 90 days written notice. This agreement may be extended by mutual written agreement of both parties.

4. Rental Rate. The Licensee shall pay rent to the Licensor for this usage of the Premises at the following rate:

For the period 04/09/2010 to 04/09/2011:
\$75.00 / MONTH

Monthly payments shall be received by the 1st day of the month (i.e., April payment of \$75 is due by April 9th) per invoice instructions. The first payment will be due on May 1, 2010

5. Late Charge. If any payment of rent or any other sum due to the Licensor is not received by the due date, a late charge of one percent (1%) of the rent due and unpaid, plus a \$25.00 administration fee, shall be added to the amount due, and the total sum shall become immediately due and payable to the Licensor. Each additional rental period that the amount due goes unpaid shall be subject to a late charge of one percent (1%) of the rent due plus an administration fee of \$25.00. Also, Licensor may impose a reasonable charge for any check returned uncollectible.

6. Expenses. Licensor shall be responsible for the costs of all real estate taxes (if applicable), property assessments, water, sewer, storm water, garbage collection, and maintenance and repair, together with all utilities and janitor service (including rest room supplies, light bulbs and tubes, etc.). Licensor will provide wiring and ports for internet access. The licensee is responsible for its own computers, access to the internet, phones, and phone service. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless the Licensor and its officials, agents and employees from and against all claims for injuries or death arising out of or resulting from the Licensee's use of the licensed premises. Licensee's obligation to indemnify, defend, and hold harmless includes any claim by Licensees' agents, employees, and guests (including licensees and invitees).

Licensee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the Licensor, its officials, agents or employees under this provision.

7. Assignment/Sublicense. The Licensee shall neither assign nor sublet the Premises without first obtaining Licensor's written consent.

8. Maintenance and Repair. The Licensor shall maintain the Premises in good repair and tenantable condition during the term of this agreement, except in case of damage caused by the Licensee's clients, agents or employees. For the purposes of so maintaining the Premises, the Licensor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs.

9. Non-Delegation/Non-Assignment. Neither party may delegate the performance of any obligation hereunder to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.

10. Separate liability. Each party to this Agreement shall be responsible for all liability, loss, damage, expense, actions, and claims of damages to persons or property resulting from actions or omissions on the part of itself, its employees, agents or officers.

Neither party to this Agreement shall be considered the agent of the other party. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person or corporation not a party to this Agreement.

11. Insurance. The Licensee shall maintain in full force and effect during the term of this agreement minimum insurance coverage for public liability of not less than one million dollars commingled single limit per occurrence, covering all risks of bodily and personal injury, including death, and property damage, proximately caused by the acts or omissions of itself, its officers, employees, and/or agents. Such insurance policy/ policies shall name the Licensor (College) as an additional insured. Such policy(ies) shall be issued by a company authorized to do business in Washington, shall be primary to any other insurance, and shall require notice by the insurer to the Licensor at least thirty (30) days before any cancellation or reduction of coverage. Upon the Licensor's request, the Licensee shall provide copies of the insurance policy(ies). or certificates of insurance evidencing such coverage, except that in lieu of the foregoing the Licensor, in its discretion, may accept satisfactory evidence of equivalent self-insurance.

12. Severability. Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective only to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such remaining provisions.

13. Fixtures. The Licensee shall have the right during the existence of this agreement, with the prior written permission of the Licensor, to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the Premises. Any such actions shall be conducted in compliance with all applicable governmental regulations, building codes, permit requirements, and public works requirements.

14. Reimbursement for Damage to Premises. The Licensee hereby agrees to reimburse the Licensor for all damages to the Premises which are caused by the Licensee's employees, contractors, licensees, invitees, clients and agents. However, Licensee shall not be responsible for the repair of normal wear and tear.

15. Hazardous Substances. The Licensee shall not keep on or about the Premises, for any purpose, any substances which are hazardous, toxic, harmful or dangerous, and/or which are subject to regulation as hazardous, toxic, harmful, dangerous, or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance (collectively referred to herein as "hazardous substances"). Licensee shall be fully liable to the Licensor, and shall indemnify, defend and save harmless the Licensor and its officials and employees, with respect to any and all damages, costs, fees (including attorneys' fees and costs), civil and criminal penalties, or clean-up costs assessed or imposed as a result of any use, disposal, generation, storage, or sale of hazardous substances by Licensee or any of its employees, agents, or invitees. Breach of this provision shall entitle the Licensor to terminate this Agreement. This provision shall not apply to properly stored cleaning supplies, such as ammonia-based cleaners, nor to office supplies, such as copy machine toner.

16. Signage. The Licensee agrees that all signs and other advertising which are placed or to be placed by the Licensee upon or in front of the Premises, or in the interior of the Premises, shall be in conformance with the

ordinances of the City of Seattle and King County, and shall require the prior written consent and approval of the Licensor.

17. Alterations. No alterations may be made to the premises without first obtaining the written consent of the Licensor. If the consent of the Licensor is obtained, the Licensee shall, if required by state law, pay prevailing rate of wage to all workers, laborers or mechanics employed to perform such work, as well as comply with the rules and regulations of the Department of Labor and Industries.

18. Notices. Wherever in this License Agreement written notices are to be given or made, they must be personally delivered or sent by certified mail to the address listed below, unless a different address has been designated by prior notice:

LICENSOR: South Seattle Community College
6000 16th Ave. SW
Seattle, WA 98106
ATTENTION: Business Office

LICENSEE: Sustainable West Seattle
dba The West Seattle Tool Library
PO Box 16251
Seattle, WA 98116

19. Captions. The captions and paragraph headings herein are inserted for convenience purposes only, and shall not be deemed to limit or expand the meaning of any paragraph.

By: _____

Sustainable West Seattle
Date _____

By: _____

South Seattle Community College
Date _____

✧ **Appendix G: Sample Wish List**



Wish List 2009

The SWS Tool Library will request tool and book donations from our West Seattle community, and supplement those donations with Tool Library purchases, as able. The Tool Library will carry a wide range of tools in areas such as carpentry, plumbing, electrical, gardening, landscaping, culinary, food preservation, bicycle repair, automotive, audio/visual, and painting.

The specific inventory should include the following:

| | | |
|--------------------------------|------------------|---------------------|
| Air Compressor | Hand Pruners | Router, Table |
| Axe | Handsaw | Safety Glasses |
| Basin Wrench | Heat-Gun | Sander, Belt |
| Bike Repair Stand | Hedge Trimmer | Sander, Palm |
| Bike Repair Tools | Hole Saw | Saw Horses |
| Bolt Cutters | Jack, Hydraulic | Saw, Circular |
| Caulk Gun | Ladder | Saw, Jig/Saber |
| Carpeting Package | Ladder Jacks | Sawzall |
| Cement Mixer | Lawn Edger | Scaffolding |
| Chimney Brush | Lawn Mower | Sheetrock Square |
| Chipper/Shredder, Brush | Lawn Roller | Shoring Jack |
| Circuit Tester | Maddox | Shovels |
| Clamps, "C" | Metal Shears | Sledge Hammer |
| Clamps, Pipe/Bar | Miter Saw | Soldering Gun |
| Come-a-long | Multimeter | Splitting Maul |
| Concrete/Plaster Hand Tools | Paint Scrapper | Spreader-Fertilizer |
| Conduit Bender | Palm Nailer | Square-Carpenters |
| Crow Bar | Pick | Stapler |
| Dolly, Appliance | Pipe Cutter | Stapler, Electric |
| Dolly, Box | Pitchfork | Stapler, Pneumatic |
| Drill 1/2" | Plane | Stud Finder |
| Drill 3/8" | Pliers | Table Saw |
| Drill Press | Plumbing Snake | Tamper |
| Electrical Fish Tape | Pole Pruner | Tile Cutter |
| Extension Cord | Posthole Digger | Tile Nippers |
| Framing Square | Pressure Gauge | Torch Kit |
| Garden Fork | Pressure Washer | Tubing Cutter |
| Garden Hoe | Pry Bar | Vinyl Roller |
| Garden Shears | Rakes | Wheelbarrow |
| Grinder, Metal | Roof Jacks | Window Squeegee |
| Hacksaw | Roto-hammer | Wire Stripper |
| Hammer | Router | Wrench, Assorted |
| | Router, Laminate | Wrench-Torque |

Initial Delinquency Notice

Hello,

This is an automated reminder from The West Seattle Tool Library that you have some tools checked out that are, or will be due back shortly.

If you believe you've received this message in error, please send us an email and we will make sure your tools are correctly checked-in.

Many of our tools are under high demand and so your prompt returns help us best serve the community. If you've only had the tools out for a single week, of course, you may be able to extend the loan for an additional week just by asking (via email or phone) After that, though, they need to find their way on back to The Tool Library. Your neighbors may be waiting for them!

We hope you enjoyed using them and we'd appreciate it if you could drop them by sometime during The Tool Library's open hours:

Thursdays 6pm-9pm

Saturdays 9am-2pm

Sundays 1pm-5pm

Mobile Pick Up Service

If you are having difficulties returning your tools due to a busy schedule or lack of transportation, we now have a mobile service that will come pickup the tools (or drop some off) for a fixed \$10 fee. Please email us at mobile@wstoollibrary.org to schedule a pickup.

Our system shows that the following item(s) are currently in your care:

Mantis Electric Tiller

If you've already returned the listed tool(s) or feel we've made an error, please don't hesitate to contact us so that we can clear your account.

Thank you for using The West Seattle Tool Library!

Sincerely,

The West Seattle Tool Library

Final Delinquency Notice

Hello,

Our Tool Library Manager has recently notified me of your account, since your loan of The Tool Library's [Mantis Electric Tiller](#) has become delinquent.

The Mantis Tiller/Cultivator was due back on October 1st, 2011. At this stage, we will offer you four options to remedy your delinquent loans. Please let us know which one you would like to pursue.

Option #1: Returning Borrowed Tools Directly to The Tool Library, FREE

Please return the delinquent tool to:

Youngstown Cultural Arts Center
4408 Delridge Way SW
Seattle, WA 98106

Please let us know if you're planning to return the tool during the Tool Library's open hours on Saturday from 9am-2pm, Sunday from 1-5pm and Thursdays from 6-9pm.

Option #2: Mobile Pick Up Service, \$10

If you're having trouble dropping them off, we'd be happy to have our mobile service pick them up from you for a flat fee of \$10. That wouldn't be a problem at all and it's usually been the easiest way to quickly resolve these delinquencies for our members who have busy schedules or limited transportation.

Option #3: Purchasing the Tool, \$350

As a third option, if you would like to keep the tool rather than return it, we can offer it to you for sale at its replacement cost. If you were to purchase it from us, we'd immediately change the status of that tool to "sold" and remove your name from our delinquency list. We estimate the replacement cost of your delinquent tool at the following price:

Mantis Electric Tiller/Cultivator: \$350

Option #4: Small Claims Court (Legal Action), \$385+

Unfortunately, if we don't hear from you on any of these options *immediately*, I'm afraid we've reached a point where we'll have to initiate a small claim filing with King County for the replacement value of the tool plus any filing costs. We'd obviously hate to do that but we feel a tremendous responsibility to be good stewards of these community assets.

If you could simply let us know how you plan to remedy the delinquency, we'd immediately return your account to good standing and hope that you would continue to use the Tool Library for any future projects that you may have. While we understand that would sound strange coming from most any other lender, we recognize that sometimes our members just don't have the time or the proper transportation to make it over to The Tool Library and we completely understand that. Our primary concern is simply to keep this community collection of tools available to the community!

We hope to hear from you soon, so that we know how to proceed.

Sincerely,

Director
West Seattle Tool Library



Disclaimer

Though this manual shares the experiences of successful lending libraries, it is merely meant to serve an rudimentary starter package. You should always check with qualified experts to ensure that your project is fully legal, well covered by appropriate insurance, and operating as safely as possible. Beyond practical experience, contributors to this manual claim no expertise in matters of law, liability, or insurance, nor in any other particular expertise that isn't learned by throwing a basic tool library together. Please consult qualified professionals for more detailed information.



Acknowledgements

A great deal of the information presented in this packet has been gathered from the share stories, successes, and frustrations of existing lending libraries throughout the country. A huge thank you to all the lending libraries that have eagerly shared their experiences and knowledge as often as possible. Hopefully, this packet follows in that strong tradition.



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