



# Stream Restoration Tool Lending Library Equipment Loan Agreement

Borrower (Group or Organization) \_\_\_\_\_ Date \_\_\_\_\_  
 Project Location /Name \_\_\_\_\_  
 Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_  
 Address \_\_\_\_\_ Email \_\_\_\_\_  
 \_\_\_\_\_  
 Scope and length of project \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Equipment list\*:

ID Number	Item Description	Number of Items Available	Number of Items Loaned	Date Borrowed	Due Back
1	5' bar, pointed end	1			
2	Felco loppers	1			
3	Felco shears	1			
4	Hand rake	2			
5	Hand trowel	2			
6	Spade shovel with D-handle	2			
7	Serrated spade shovel	1			
8	Wide lawn rake	1			
9	Straight rake	1			
10	Narrow straight rake	1			
11	Extractagator Junior	1			
12	Solar Automatic Watering System **	1			
N/A	Tote for tools	1			

*\*If there is an item that you require for your restoration project that is not included in this kit contact RDN DWWP staff at [lfeqan@rdn.bc.ca](mailto:lfeqan@rdn.bc.ca). \*\*Watering System requires a water source.*

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Conditions:

- The Borrower is responsible for the care, protection and use of the equipment.
- The Borrower shall insure that the equipment is returned in good condition.
- The Borrower assumes and shall bear the entire risk of loss, damage to, theft or destruction of all loaned equipment, from any and every cause whatsoever.
- The equipment is being loaned to Borrower with no warranties, express or implied, including any warranty of fitness for a particular purpose.
- The Borrower may not transfer in any manner the property or Borrower's obligations under this loan agreement.





## Stream Restoration Tool Lending Library Equipment Loan Agreement

The Borrower hereby releases and discharges the Regional District of Nanaimo, the administrator, directors, officers, employees, volunteers from all liability, claims, demands, losses or damages on the Borrower's account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, and the Borrower further agrees that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, the Borrower, or anyone on my behalf, makes a claim against any one of the Releasees, the Borrower will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage or cost which any may incur as a results of such claim.

I have read this agreement, fully understand its terms and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
RDN Signature

\_\_\_\_\_  
Borrower Printed Name

\_\_\_\_\_  
RDN Printed Name