



Resurgence Garden Project Tool Order Form

*Tool Ordering Sheet. Please submit ordering sheet in addition to project proposal for approval.

Date(s) Project will take Place _____

<u>Inventory</u>	<u>Replacement Fee</u>	<u>Quantity</u>
Bulb Planter	\$3.97	_____
Cultivator: long handle	\$15.97	_____
Hand cultivator	\$3.97	_____
Hand trowel	\$3.97	_____
Hand trowel w/ cutting edge	\$19.98	_____
Hand-weeder	\$2.97	_____
Hoe: action	\$17.22	_____
Hoe: garden	\$9.97	_____
Knee pads	\$10.97	_____
Pick axe: cutter mattock	\$29.97	_____
Pick axe: mini pick mattock	\$15.81	_____
Pick axe: pick mattock	\$31.97	_____
Pitchfork: 4-tine digging fork	\$24.97	_____
Pitchfork: long handle	\$34.97	_____
Plastic bucket: 5 gal	\$4.98	_____
Pruner: handheld	\$16.97	_____
Rake: bow/iron	\$15.13	_____
Rubber boots	\$16.25	_____
Safety glasses: standard	\$5.96	_____
Safety glasses: tinted	\$5.95	_____
Shovel: round head	\$14.92	_____
Shovel: square head	\$14.92	_____
Spade: drain/trenching	\$24.97	_____
Tape measure	\$8.88	_____
Tarp: landscaping	\$8.27	_____
Utility knife	\$3.48	_____
Water hose: 50ft	\$15.97	_____
Wheelbarrow: 4cu ft	\$35.65	_____
Wheelbarrow: 6cu ft	\$73.98	_____
Work gloves: cloth	\$1.97	_____



Waiver of Liability

In consideration of the loan by the Atlanta Community ToolBank, Inc. (Lender) to Borrower, of the tools and equipment (the "Equipment") and the donation of supplies and materials (the "Materials") listed on the attached, Borrower agrees to borrow the Equipment and use the Materials in accordance with the following terms and conditions: (1) Borrower accepts the Equipment and Materials in "as is" condition; (2) Borrower agrees to return the Equipment to Lender's warehouse at 410 Englewood Ave SE, Atlanta, GA 30315 at the agreed upon return time; (3) Borrower agrees to provide a cash deposit in an amount sufficient to cover the cost of the Equipment not returned, or that is returned damaged (as determined by Lender in Lender's sole discretion) with new equipment of equal value; 4) Borrower agrees to comply with all terms of this Agreement, the Borrowing Agreement and the Warehouse Procedure, as the same may be amended from time to time; (5) Borrower hereby agrees, for them self, to release, discharge and hold forever harmless Lender, its officers and directors, employees, agents, and volunteers from all claims, demands and actions for injuries sustained to Borrower or any of their property as a result of this Agreement or any of the Equipment or Materials loaned or used in connection herewith, and from any cause of action, claim, or suit arising therefrom; (6) Borrower hereby acknowledges that its use of the Materials and Equipment are (i) without an instruction or supervision, (ii) at Borrower's own risk and (iii) that Lender expressly disclaims any warrant regarding the condition or fitness for particular use of any of the Equipment or Materials provided hereunder; and (7) Borrower attests that its use of the Materials and Equipment are strictly for the creation and care of a resurgence garden, that no services or materials are being provided to any recipient for any charge of cost, and that no services or materials are being re-sold or returned to any retailer, vendor or manufacturer for refund, or being used in any manner inconsistent with the Borrowing Agreement or Lender's status as a 501c(3) tax deductible charitable organization; (8) Borrower acknowledges receipt of the Equipment and Materials listed above; (9) Borrower acknowledges that they have read and understood the foregoing terms and conditions or this release, and the undersigned affirms he/she has all requisite power and authority to enter into this Agreement on behalf of Borrower.

Printed Name of Borrower

Signature of Borrower

Date