



Powderhorn Park Neighborhood Association

Equipment Library | Membership Agreement

The Membership Agreement (“MA”) for the Equipment Library (“EQL”) of Powderhorn Park Neighborhood Association (“PPNA”) will become effective for a twelve-month consecutive duration (“annual”) from the date a membership registration and purchase are complete.

PPNA, the (“Holder”) of all EQL MAs will provide (“Members”) temporary access and utilization of EQL items available within the EQL reservation system.

The appropriate fees for an annual twelve-month consecutive membership shall be paid in advance through a singular payment via the association’s internet website, EQL membership portal (or) by remitting payment by cash or check. An EQL membership purchased by check will not become active until completion of bank payment processing.

Acquisition of an EQL membership is only permissible by an (“Adult”); which PPNA defines as a person 18 years or older. Youth under the age of 18 are permitted to be named on memberships. Businesses and organizations may also purchase a membership; though the purchasing representative must meet the (“Adult”) threshold. EQL members do not need to reside within the Powderhorn Park neighborhood to qualify for membership access.

Members who reside in Powderhorn Park neighborhood can register and purchase a membership for an annual fee of \$30. Persons who live outside of the Powderhorn Park neighborhood can become members for an annual \$35 fee. Reduced fee memberships for \$15 are available to persons within low-to moderate-income households; which is defined as less than 80% of the city of Minneapolis current median household income. Businesses and organizations can also secure an EQL membership for \$70 annually. These entities are recognized by those which are incorporated within the state of Minnesota or as a group recognized for “Doing Business As” an entity other than an individual person.

Members can only reserve items with their Membership a maximum of three weeks in advance of the date they plan to pick-up EQL item(s). Additionally, only a total of six EQL items can be reserved for pick-up on a singular day. Members can choose to reserve six of the same EQL item or any combination of available items within the library.

Members shall use all EQL items in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the item(s).

The membership Holder disclaims any and all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, except that the Holder warrants that the member has the right to reserve and utilize EQL items as provided in this MA.

The member, at its own cost and expense, shall keep all EQL items in good repair, condition and working order and shall maintain any and all parts, mechanisms and devices required to keep the EQL items in good mechanical working order.

The member hereby assumes and shall bear the entire risk of loss and damage to any EQL item from any and every cause whatsoever. No loss or damage to the EQL items or any part thereof shall impair any obligation of the member under this MA; which shall continue in full force and effect through the term of the member’s membership.

In case of damage to an EQL item, members will proceed with returning the item as scheduled and complete a (“Damaged Item Form”). Upon review of the damages by a PPNA representative(s); item replacement costs will be reviewed with the member. The member will complete and sign an (“Item Replacement Fee Form”). If a member is unable or unwilling to sign an Item Replacement Fee Form, their membership will be cancelled for a twelve-month consecutive period from date of occurrence.



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In case of unreturned items, a PPNA representative will make three attempts to reach the member to schedule return of the item(s). If the item is not returned after the third attempt to secure the unreturned item from the member; the membership will be cancelled and a formal notification of this status change will be sent by United States Postal Service mail and to the email account on record. The primary member and those listed as guests on the membership will be unable to register and purchase a new membership for a twelve-month consecutive period from the date the membership is cancelled.

Members acknowledge that they and guest(s) registrants on their membership can only pick-up and return EQL items during designated dates and times. In this regard, unless notified by the membership Holder otherwise, EQL item pick-up is only permissible on Thursdays between 3:00 pm to 6:00 pm. Additionally, unless notified by the membership Holder otherwise, EQL item return is only permissible on Mondays between 3:00 pm to 6:00 pm.

Members shall keep EQL items free and clear of all levies, liens and encumbrances. Members, or the membership Holder at the member's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, upon the EQL item(s) or the purchase, use, operation or leasing of the EQL item(s) or otherwise in any manner with respect thereto and whether or not the same shall be assessed against or in the name of the membership Holder or member. However, the member shall not be required to pay or discharge any such tax or assessment so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of the membership Holder to the EQL items; provided, the member shall reimburse the membership Holder for any damages or expenses resulting from such failure to pay or discharge.

Members shall indemnify the membership Holder against, and hold membership Holder harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from member's use of EQL item(s), including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the EQL item(s).

EQL items shall at all times be and remain, the sole and exclusive property of the membership Holder; and members shall have no right, title or interest therein or thereto except as expressly set forth in this MA.

The validity or unenforceability of any provision in this MA shall not cause any other provision to be invalid or unenforceable.

This MA shall be construed and enforced according to the laws of the State of Minnesota. This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

The parties hereto have executed this MA as of the day and year that EQL Membership is confirmed by full processing of payment and initiated by electronic or signed acknowledgment by member and electronic or signed acceptance by membership Holder.