



07/21/21

Accela Case# _____

MISC Case# _____

City of McAllen, Texas

311 N 15th St.

McAllen, TX 78501

Call or Email application:

communitytoolshed@mcallen.net

(956)681-1900

Code Enforcement Division: Community Tool Shed

Application for Borrowing Privileges

***Application MUST be submitted in person; no emailed or mailed applications will be accepted.**

Name: _____

Address: _____

City/State/Zip: _____

Home/Cell/Work Phone: _____

Email Address: _____

Driver License Number/State: _____ License Plate: _____

Pick Up Date: _____ *Return Date by (M W F by 4:00pm): _____

***Note: Indicate Estimated Time of Return -Time can be extended upon request. Maximum of 72 hours.
Per City Ordinance: No Mowing Noise After 10:00pm and Before 7:00am.**

Initials

Conditions of Agreement (Please Initial All)

- ____ • You must be a resident or community group in the City of McAllen to participate in the Code Enforcement Division Community Tool Shed Program.
- ____ • Tools are not intended for commercial/agricultural use and are strictly for personal/residential use.
- ____ • You must provide I.D. and proof of address (ie. Water Bill or Other Utility Bill) with McAllen address.
- ____ • You must read and agree with Tool Shed guidelines.
- ____ • You must read and agree with the proper use of tools and equipment requirement.
- ____ • You must sign the Waiver of Liability form before tools can be loaned from the Tool Shed.
- ____ • Any individual with an outstanding debt to any City of McAllen Department must enter into a payment arrangement to be eligible to participate in the program.

For Power Washer Users ONLY

- ____ • I understand that if I am working on a home built before 1978, it is possible that the paint may be lead-based. I have been provided information regarding the hazards associated with lead based paint.

Applicant Signature

Date

Admin Staff Name

Date

City of McAllen

Code Enforcement Division Community Tool Shed

Tool Shed Guidelines

- _____

Initials

 - I am a resident or part of a community group in the City of McAllen requesting to borrow the tools from the Tool Shed to complete residential beautification. Upon completing an application, showing proof of address and signing a waiver of liability form, tools may be signed out from the Tool Shed. Community Group applicants require a Letter with Letterhead from community group and or 501(c3) certificate.
- _____

Initials

 - I am responsible to pick up tools on Mondays, Wednesdays, or Fridays between the hours of 8:30 AM-4:00 PM. I will call ahead of time to make arrangements at (956)681-1903 for return. You may return tools early on Tuesday or Thursday if you are done borrowing tools.
- _____

Initials

 - I am responsible to clean tools and return them to the Tool Shed in the condition in which they were borrowed. Equipment/tools returned in an unclean or broken condition may result in not being allowed to borrow tools /equipment in the future.
- _____

Initials

 - I am responsible for any injury to self or damage to my property or the property of others occurring from the use of the Community Tool Shed equipment/tools.
- _____

Initials

 - I am responsible for the use of tools by others/third party.
- _____

Initials

 - I am 18 years of age or older.
- _____

Initials

 - Power tools that require fuel (gas and oil mixture) will be loaned with an accompanying gas/oil mixture. I am required to purchase my own gas/oil mixture, if depleted, in accordance with the instructions and user manual for the tool/equipment (please refer to photo of gas/oil mixture).
- _____

Initials

 - I agree to store tools in a secure location protected from potential theft and inclement weather.
- _____

Initials

 - I agree to check in the item at Development Center-located at 311 N. 15th Street and return the tools accompanied by Code Enforcement Officer at Tool Shed location.
- _____

Initials

 - I will not use tools for Commercial, Agricultural use or for any financial gain.
- _____

Initials

 - No more than four tools may be borrowed at a single-time; no more than one type of tool may be borrowed at a time. For example, you may borrow a mower, rake, a wheel-barrow, and a weed-eater, but not two mower's at a time.

Applicant Signature

Date



Tool Request Form

Contact Information

Name: (please print)			
Address:		City/State/Zip:	
Phone:		E-Mail:	

Tools Requested: *Note: Supplies will be loaned based on availability and if use is within guidelines. These items **MUST** be returned.

Equipment	Qty	Equipment	Qty	Equipment	Qty	Equipment	Qty
<input type="checkbox"/> Lawnmower	_____	<input type="checkbox"/> Metal Rake	_____	<input type="checkbox"/> Push Broom	_____	<input type="checkbox"/> Wheel-barrow	_____
<input type="checkbox"/> Weed Eater	_____	<input type="checkbox"/> Leaf Rake	_____	<input type="checkbox"/> Garden Shovel	_____	<input type="checkbox"/> Hammers	_____
<input type="checkbox"/> Pole Pruner (manual)	_____	<input type="checkbox"/> Lopper	_____	<input type="checkbox"/> Spade Shovel	_____	<input type="checkbox"/> Recycling Bags (limit 5 bags per applicant)	_____
<input type="checkbox"/> Hand Pruner	_____	<input type="checkbox"/> Power Washer	_____	<input type="checkbox"/> Gas Can (only for Lawn Mower)	_____	<input type="checkbox"/> Gas/Oil Mix Can (Only Weed Eater)	_____
Tool Pickup Date/Time:			Staff Initials:				
Tool Return Date/Time:			Staff Initials:				

Loan Agreement

The requested tools must be used for residential use only. Tools must be checked in and checked out at the Development Center located at 311 N. 15th Street, McAllen, Texas. All tools must be stored in a secure location protected from weather and potential theft. Tools must be returned on indicated date on application in order to ensure their availability for use by other McAllen residents and community organizations. If you finish with the tools early, please be considerate of the community and return tools so that they are available for others. Failure to abide by these conditions may make you ineligible to borrow tools in the future. **Tools must be checked-in personally by appointment.**

Signature	Date
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Office Use Only

<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
Code Staff Signature	Date

- ☐ Equipment Tested at Check-Out
- ☐ Copy of Watershed Ordinance
- ☐ Copy of Current Public Works Brush Schedule

- ☐ Equipment Tested at Check-In
- Pickup Times:
Mon. Wed. Fri. 8:30 a.m. - 4:00 p.m.



Office Use Only

Pick up Tools

Serial Number	Tool# Description	Code Staff Signature Check-Out/Date

Return Tools

Serial Number	Tool# Description	Code Staff Signature Check-In/Date



**CITY OF MCALLEN COMMUNITY TOOL SHED
PARTICIPANT RELEASE OF LIABILITY**

I, the Participant, desire to participate in **City of McAllen Community Tool Shed Program (the "Program")**. I understand that the Program may include but is not limited to entering City of McAllen premises, **using and/or transporting City of McAllen equipment, some of which has the potential to cause serious bodily harm or injury**, operating a motor vehicle on City of McAllen premises, and interacting with City of McAllen staff.

In consideration for being permitted to enter the premises, use the equipment or otherwise participate in the Program, without respect to location, and for any other purpose related thereto, I agree to the following:

1. I, for myself, my personal representatives, assigns, heirs, spouses, minor children, and next of kin (hereinafter, "I"), warrant that I have inspected, considered, or immediately upon entering will inspect and consider City of McAllen facilities and equipment, and I accept all City of McAllen facilities as being safe and reasonably suited for my entry, observation, use or participation.

2. Waiver and Release. I HEREBY RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS CITY OF MCALLEN AND THE CITY OF MCALLEN, ITS MAYOR, COMMISSIONERS, ATTORNEYS, AFFILIATES, BRANCHES, DIRECTORS, OFFICERS, EMPLOYEES, PARTICIPANTS AND AGENTS (HEREINAFTER COLLECTIVELY, "CITY") FROM ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH CITY.

I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE OF LIABILITY DISCHARGES CITY FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST CITY WITH RESPECT TO ANY ECONOMIC OR NON-ECONOMIC LOSSES, LIABILITIES, DAMAGES, SUITS, ACTIONS, CLAIMS, ATTORNEY'S FEES, COSTS, EXPENSES, OR DEMANDS, RELATING IN ANY WAY TO BODILY INJURY, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM MY PARTICIPATION WITH ANY CITY EVENTS, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF CITY, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW. I ALSO UNDERSTAND THAT CITY DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR ANY OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE, IN THE EVENT OF INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE.

3. Insurance. CITY expressly disclaims responsibility for providing any health, medical, or disability insurance coverage for CITY Participants. EACH PARTICIPANT IS EXPECTED AND ENCOURAGED TO ARRIVE WITH MEDICAL OR HEALTH INSURANCE AND COVERAGE IN EFFECT.

PARTICIPANT INITIAL: _____

DATE: _____

4. **No Employment Relationship.** It is further agreed and understood that the Participant's involvement with the Program is solely as an individual on a voluntary basis and not as an employee, contractor or agent of the CITY or its agents or employees. Individuals who are employed by the CITY acknowledge that their participation in the Program is outside the scope of their employment and is performed on a voluntary basis only. Participant is responsible for their own transportation.

5. **Medical Treatment.** Except as otherwise agreed to by CITY in writing, I hereby release and forever discharge CITY from any claim whatsoever that arises or may hereafter arise in account of any first-aid treatment or other medical services rendered during my time with CITY.

6. **Assumption of the Risk.** I understand that my participation in the Program may include activities that may be hazardous to me, including, but not limited to, painting and landscaping activities, **loading and unloading of heavy equipment and materials, use of dangerous equipment that has the potential to cause serious bodily injury or death, and transportation of said equipment.** I recognize and understand that my participation in the Program may, in some situations, involve inherent risks, including but not limited to transportation accidents and sustaining bodily injury. I hereby expressly and specifically assume the risk of injury or harm in these activities and release CITY from all liability for injury, illness, death, or property damage resulting from the activities, directly or indirectly, arising from my participation in the Program.

7. **Compliance with Safety Procedure Required.** I expressly agree to comply with all safety instructions and policies. I understand that my participation in the Program may be terminated if I do not follow safety instructions policies and procedures.

8. **Photographic Release.** I grant and convey unto CITY all right, title, and interest in any and all photographic images and video or audio recordings made by CITY during my participation in the Program, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

9. **Governing Law.** This Release of Liability is governed by the laws of the State of Texas; and exclusive venue for any action is in a District Court in Hidalgo County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

10. **Other.** I expressly agree that this Release of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that this Release of Liability shall be governed and be interpreted in accordance with the laws of the State of Texas. I agree that if any clause or provision of the Release of Liability shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release of Liability, which shall continue to be enforceable.

I, THE PARTICIPANT, STATE THAT I HAVE CAREFULLY READ THE FOREGOING RELEASE AND UNDERSTAND THE CONTENTS THEREOF, AND I SIGN THE SAME AS MY OWN FREE ACT.

Participant Signature: _____ Date: _____

Print Name: _____ Address: _____

Phone: _____ Email: _____