

The Tool Shed: Pickup and Borrowing Agreement

Stephanie A. Smith P.A., REALTOR®, brokered by eXp Realty, LLC · Form version 2026-10-21 · Borrowing Terms version 2026-10-21d

Borrower

Name: _____

Phone: _____

Email: _____

Reservation #: _____

Items borrowed

Item	Listed replacement cost	Condition at pickup (note any wear, damage, or missing parts)
	\$	
	\$	
	\$	

Pickup: _____ at 10 AM ET

Due back: _____ by 4 PM ET

Please initial each line

- _____ I'm a real estate customer of Stephanie A. Smith P.A., brokered by eXp Realty, LLC. This loan is a free courtesy. It isn't conditioned on buying, selling, or referring anyone, and it's offered by Stephanie A. Smith P.A., not by eXp Realty, LLC.
- _____ I inspected each item at pickup, and the condition notes above are accurate. Items are provided as-is, without warranties. I won't use anything that looks damaged or unsafe, and I'll report any problem right away.
- _____ I'll follow the manufacturer's instructions and safety warnings and use protective equipment. I won't let minors or untrained people operate the items, and I won't lend them to anyone else.
- _____ I'll return the items clean by 4 PM ET on the due date. If an item isn't back by 4 PM ET the day after it's due, and I haven't arranged an extension, it will be treated as not returned and its listed replacement cost may be charged. If I return it in good condition within 7 days after that, the charge will be refunded.
- _____ I authorized the card I keep on file with the secure payment processor. It will be charged only if an item is lost, damaged beyond normal wear, or not returned. The charge will never exceed the item's repair cost or listed replacement cost, whichever is less. Before any charge, I'll get an itemized notice by email and 3 days to respond.
- _____ **Release, hold harmless and indemnity.** I understand that using tools and equipment carries risks of serious injury, death, and property damage, and I voluntarily assume all of those risks. To the fullest extent allowed by Florida law, I release, waive, and agree to hold harmless Stephanie A. Smith P.A., eXp Realty, LLC, and their owners, agents, and employees (the "Released Parties") from any claim, loss, or liability for injury, death, or property damage arising from my borrowing, transport, storage, or use of a borrowed item, **INCLUDING CLAIMS CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.** I will defend and indemnify the Released Parties against any claim by anyone else, including members of my household, guests, and contractors, arising from my borrowing, transport, storage, or use of a borrowed item, **INCLUDING CLAIMS CAUSED BY THE RELEASED PARTIES' NEGLIGENCE.** This release does not cover gross negligence or intentional misconduct. If any part of it is unenforceable, the rest still applies. **I have read this release, I understand I am giving up legal rights, and I sign it voluntarily.**
- _____ I've read and agree to the Borrowing Terms (version 2026-10-21d) at client.realestatesteph.com. If this form and the Borrowing Terms differ, the Borrowing Terms control.

Borrower signature: _____

Date: _____

Printed name: _____

Released by (initials): _____

Return (office use)

Returned on: _____ at _____ ET Condition: ☐ Good, clean ☐ Needs cleaning ☐ Damaged ☐ Missing parts

Notes: _____

Received by (initials): _____

Borrower initials: _____