



# HOADOR INC. - SAFETY & LIABILITY

**Effective Date:** January 1, 2026

## 1. Damage, Loss & Liability Policy

This policy explains responsibilities, costs, and dispute processes for **damage, loss, or theft** of tools, equipment, or other items rented through Hoador. It is incorporated by reference into the **Terms of Service, Payments & Payouts Policy, Deposits Addendum, and Privacy Policy**.

By using Hoador, you agree to these rules.

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### 1.1 Responsibility for Damage

- **Renters / Service Users** are responsible for damage, loss, or theft that occurs **while the item is in their possession**, except for normal wear and tear.
  - **Owners** are responsible for ensuring items are in **safe, functioning condition** at the time of listing (see Tool Condition Standards).
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### 1.2 Normal Wear vs. Damage

- **Normal wear and tear:** Minor cosmetic scratches, fading, or expected use-related wear.
- **Damage:** Functional impairment, structural compromise, or loss that reduces usability or market value.

Hoador may use dispute documentation (photos, logs, and owner/renter claims) to distinguish between normal wear and damage.

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## 1.3 Lost or Stolen Items

- Renters are financially responsible for tools or equipment that are **lost or stolen** while in their possession.
  - Owners must promptly report missing items in accordance with Hoador's dispute workflow.
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## 1.4 Payment & Cost Responsibility

- **Primary responsibility:** Renters pay for damage or loss.
- **Deposits:** Hoador may deduct from deposits first (see Deposits Addendum).
- **Owner responsibility:** Minor repairs due to normal wear.

### Cost Calculation

- Replacement cost: Fair market value at time of loss
  - Repair cost: Reasonable cost to restore item to pre-rental condition
  - Hoador may require documentation (invoices, receipts, photos) to support claims
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## 1.5 Dispute / Escalation Workflow

1. **Initial Claim:** Owner reports damage/loss within 48 hours of return or scheduled check-in.
  2. **Renter Response:** Renter has 72 hours to provide counter-evidence.
  3. **Hoador Review:** Staff evaluates documentation, photos, deposit holds, and prior rental history.
  4. **Resolution:** Hoador may:
    - Authorize deposit deduction
    - Facilitate partial payment agreement
    - Deny claim if unsupported
- All disputes are also subject to the **Terms of Service arbitration clause**.
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## 1.6 Insurance Model (Optional / Future Implementation)

- Hoador may offer insurance coverage or partner with third-party providers for optional protection.
  - Coverage details, limits, and deductibles will be communicated in the listing or via Hoador notifications.
  - Insurance does **not replace renter/owner responsibility** for negligence or gross misconduct.
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## 2. Tool Condition Standards

The tool condition standards ensures tools and equipment are **safe, documented, and auditable**. It complements the **Damage, Loss & Liability Policy**.

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### 2.1 Required Condition at Listing

- All tools must be clean, operational, and free of defects that affect intended use.
  - Safety features must be intact.
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### 2.2 Required Photos

Owners must provide:

- At least **3 clear photos** of each item:
  - Full item shot
  - Close-up of key functional areas
  - Any existing wear or minor defects

Photos become part of Hoador's dispute documentation.

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### 2.3 Pre-Rental Check-In

- Renters must inspect the item at pickup or delivery and confirm condition via Hoador app.
  - Discrepancies must be documented with photos before leaving owner's possession.
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## **2.4 Post-Rental Check-Out**

- Owners must inspect item promptly upon return.
  - Any damage or missing parts must be photographed and reported within 48 hours.
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## **2.5 Documentation Requirements**

### **Owner Documentation to Recover Costs**

- Pre-rental and post-rental photos
- Receipts or repair estimates
- Detailed description of damage/loss

### **Renter Documentation to Appeal**

- Photos of item at return
  - Evidence of pre-existing damage or defect
  - Logs of use and handling
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## **3. Hoador Safety Disclaimer**

This disclaimer covers all users of the Hoador platform and is incorporated by reference into the **Terms of Service** and related policies.

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### 3.1 Assumption of Risk

- Users assume all risks associated with **operating, handling, or using tools and equipment** obtained through Hoador.
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### 3.2 No Safety Guarantee

- Hoador **does not guarantee** that any tool or equipment is safe for use.
  - Hoador disclaims all liability for accidents, misuse, or improper operation.
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### 3.3 User Responsibilities

- Follow **manufacturer instructions and safety guidelines**.
  - Wear personal protective equipment where appropriate.
  - Use tools only for their intended purposes.
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### 3.4 Limitation of Liability

- Hoador is **not responsible for personal injury, property damage, or consequential losses** arising from use of rented items.
- This limitation applies even if Hoador was aware of potential hazards.