

# TENANT PROPERTY PROTECTION PLAN TERMS & CONDITIONS

This self-storage facility provides you, the Tenant, with a basic level of service pursuant to the Terms and Conditions of the Facility Rental Agreement that you (hereinafter "Tenant") signed (hereinafter "Rental Agreement"). The Rental Agreement states Tenant's property is stored at Tenant's sole risk of loss or damage, the self-storage Owner/Operator is not liable for loss of or damage to the Tenant's stored property, and Tenant must insure Tenant's property while it is on the premises.

It is the Tenants responsibility to maintain and provide a list of inventory records and documentation. This will establish a base line of Tenant inventory records and in the event of a loss, will provide the best claims adjudication services possible. To make the process easier for Tenants, we created and made available a web application tool called BirdsEyeProtection (<https://birdseyeprotection.com>). All uploaded documentation added will be stored in this cloud-based repository at the time of submission.

## 1. Protection Plan Agreement – Owner/Operator's Limited Retention of Legal Liability:

In consideration of the Tenant Protection Plan (TPP Plan) payment (As initialed in the TPP Secure Addendum, hereafter "Addendum") and in addition to the monthly rent, the Owner/Operator shall not require the release of liability for property damage as stated in the Rental Agreement, up to the amount indicated in the Addendum and does not require Tenant to insure Tenant's stored property as otherwise required by the Rental Agreement. Instead, the Owner/Operator shall retain, rather than extinguish, its liability as imposed by law. The liability of the Owner/Operator under this Agreement shall be limited to loss or damage that occurs because of the Owner/Operator's failure to exercise the care that a reasonably prudent person would exercise in like circumstances or because of acts or omissions for which the Owner/Operator is liable under the law, including but not limited to vicarious liability, intentional tort, strict liability, and breach of common law or statutory duty. Loss or damage may be caused by but not necessarily limited to fire, smoke, theft, water damage or vandalism resulting from negligent operations of the facility Owner/Operator. Stored non-flammable inventory for business conducted away from the facility is covered.

## 2. Limit:

The most the TPP Plan will pay for loss or damage to Tenant's stored property under TPP Plan Agreement is initialed on the signed Addendum. If the limit of this TPP Plan exceeds the limit listed in the Rental Agreement, then the value of property stored by the Tenant may be increased to the limit of a newly signed TPP Plan. Tenant agrees that any increases in the value allowed by this TPP Plan will not apply to the types of property described in Provision 3 below.

## 3. What Will Not Be Repaired or Replaced and Tenants Should Not Store:

The TPP Plan will not pay to have repaired, replaced or pay for if lost or damaged property that is in the open and not in a locked fully enclosed self storage unit; accounts, bills, currency, deeds, evidence of debt, securities, money, money orders, travelers checks, stamps, paid receipts; any property you are not permitted to store under the terms of the Rental Agreement; like heirlooms, collectibles, sentimental items; jewelry, watches, precious or semi-precious stones, furs, or clothing trimmed in fur; antiques, works of art, mobile phones, perfumery, wines, cigars, spirit; articles by their nature that cannot be replaced, musical instruments, artwork, personal photos, personal items, memorabilia. Any stored content associated with a business conducted inside or out of a storage unit on the premises is excluded from any coverage by the TPP Plan. This includes but not limited to any type of workshop, repair shop, or for any sales (retail or wholesale), renovation, decoration, painting, or other contracting. Coverage is intended for on-site facility storage only. The TPP Plan will not pay for any losses resulting from unknown or mysterious causes.

## 4. The TPP Plan Will Not Pay for Damage to Tenant's Stored Property Caused by any of the following:

Flood, surface water, underground water, or water that backs up through or overflows from a sewer, drain or sump; general accidental discharge of substances from within plumbing, heating, air conditioning, or fire protection systems; rodent damage in excess of \$500 (Rodent coverage is null and void if perishables are stored within the unit); mold, mildew, or wet or dry rot; terrorist attack, war or military action, civil commotion, rebellion, loss due to an act of civil authority, pollution or smoke (off-premises smoke), electromagnetic disruption, computer virus or processes, pressure waves, aircraft/aerial devices; earthquake or volcanic eruption; nuclear reaction, radiation or radioactive, biological or chemical contamination; loss or damage occurring during loading and/or unloading and/or not contained within the storage unit at the time of the loss.

## 5. The Amount the TPP Plan Will Pay if there is a Loss:

For any single liability event, the TPP Plan will pay the lesser of the actual amount you (Tenant), reasonably pay to repair damaged item(s) or to replace lost or damaged items with property of similar quality. The TPP Plan may offer an agreed-upon payout instead of repairing or replacing. In no event will the TPP Plan pay more than the limit stated in provision 2 of this document. The TPP Plan will pay only valid claims according to the guidelines stated in these protections and exclusions. The TPP Plan reserves the right to reclaim any damaged items paid for through the claims process. These items have explicitly been compensated for through the awarded claim.

## 6. Failure to Pay Rent:

If rent is not received within five (5) days of the due date, Tenant's participation in the TPP Plan shall terminate and the Owner/Operator shall not be liable for the loss of, or damage to, Tenant's stored property from any cause whatsoever. At TPP Plan's sole discretion, Tenant's participation in the TPP Plan may be reinstated upon payment of all rent and other charges due and owing. Minimum charge for the Protection Plan is one (1) month and will not be pro-rated

## 7. Notification and Claims Filing Time Limits:

Notice of loss and/or damage must be made to the Owner/Operator or Facility Manager at the time of loss or damage to the Tenant's property, or when discovered upon removing the property from the unit, whichever is the soonest. **All claims must be submitted within thirty (30) days of discovery to be honored.** Tenant is to provide TPP Claims proof of ownership records and receipts that prove the loss(es) are Tenant's owned property. For burglary claims, losses must be reported to the police and Facility Management. Additionally, Owner/Operator or the Facility Manager must verify a visible sign of forced entry, and a copy of the police report must be obtained by the Tenant and provided to the Claims Administrator at TPP before the Tenant's claim will be processed. Costs associated with obtaining a Police Report will be reimbursed as part of the claim payment if approved. Proof of payment is required. Tenant is not to move, remove, or discard any items from the unit until the claims adjuster, Owner/Operator or the Facility Manager has given the approval to do so. Tenant is responsible to take photographs and/or video of the loss or damage in the unit to be included with the Tenant's claim submission. Tenant agrees to cooperate with the Claims Adjuster when filing a claim in order to ensure timely settlement. Please visit [www.tppclaims.com](http://www.tppclaims.com) for claims handling and instructions. **A toll-free number is provided at the bottom of the webpage.**

## 8. Dispute Resolution

If a Party to this Agreement believes that a claim or dispute (hereinafter "Dispute") relating to this Agreement exists, it may notify the other Party thereof in writing. The Parties agree that for any claim or dispute relating to this Agreement among or involving the Parties, the Parties shall meet with the purpose of trying to resolve the Dispute. In the event the Dispute cannot be resolved within forty-five (45) business days, the Parties agree to try to resolve Dispute by mandatory mediation. A single mediator shall be selected according to the rules of the American Arbitration Association Phoenix Regional Office. Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator. If the mediation process described is unsuccessful in the resolution of a Dispute, either Party may pursue legal action in an Arizona Court of Maricopa County, of appropriate jurisdiction and proper venue, upon the mediator's issuance of a valid termination notice. The judge has the authority to order a losing plaintiff (Tenant) to pay the defendant's (Facility/TPP) attorney's fees if it is determined that the claim brought in court is frivolous or non-meritorious. Each Party shall keep all Disputes, mediation and/or legal proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

## 9. Participation Termination:

The Owner/Operator may cancel the TPP Plan with a written thirty-day (30) notice to Tenant (unless terminated earlier because of rent non-payment). The terms and conditions of this TPP Plan are subject to change at the option of TPP with thirty (30) days written notice. If changed, the Tenant may terminate Protection Plan coverage on the effective date of change by giving the Owner/Operator or Facility Manager ten (10) days advance written notice to terminate as well as providing proof of homeowner's insurance coverage.

## 10. The Rental Agreement:

All terms and conditions of the Rental Agreement not specifically modified by the Addendum are in effect and binding on both the Owner/Operator and Tenant. The terms and conditions are incorporated herein.

**NOTICE:** Neither the Owner/Operator nor the leasing representative is an insurance agent. This is not an insurance policy, and the Owner/Operator is not an insurance company. The Owner assumes business risk on its own, but it may purchase insurance coverage to transfer part, or all the liability retained under this Agreement.

Claim Contact: [www.TPPClaims.com](http://www.TPPClaims.com)

All required claim documentation must be completed and received by TPP as soon as possible, to finalize your claim.

Please refer to [www.tpptermsandconditions.com](http://www.tpptermsandconditions.com) for the latest TPP Terms and Conditions.