

## TENANT PROPERTY PROTECTION PLAN

Neither the Facility Owner nor the leasing representative (Manager) is an insurance agent. This is not an insurance policy, and the Owner is not an insurance company. The Owner shall perform the obligations described in this Tenant Property Protection Plan. The Owner assumes this business risk on its own but may purchase insurance coverage to transfer part or all of the liability retained under this Protection Plan.

**1. Basic Service:** This storage facility provides you (herein referred to as "Tenant") with a basic level of service pursuant to the terms and conditions of the occupancy rental agreement you signed. The occupancy rental agreement states:

- A. The Self Storage Operator is not liable for loss of or damage to your stored property.
- B. Your property is stored at your sole risk of loss or damage.
- C. You have or will obtain insurance or will be self-insured.
- D. The Owner is offering a "Protection Plan" for an additional fee per unit lease agreement and the rental fee per month.
- E. The Protection Plan addendum provides an option to protect your stored goods and offers reimbursement to you for certain losses.

**2. The Protection Plan Offer and Limit:** In consideration of the payment of the Additional Rental Fee per month, Owner waives the release of liability for property damage in your rental agreement up to the PROTECTION PLAN LIMIT indicated on this form. This limited assumption of liability is a modification to the waiver of liability in the Rental Agreement. Owner's responsibility is limited to the liability for losses that occur as a result of Owner's negligence or because of acts or omissions for which Owner is liable under the law, including, but not limited to, vicarious liability, intentional tort, strict liability, and breach of common law or statutory duty. Owner's liability will arise ONLY IF Owner is negligent or breaches some other duty to you as Tenant AND you suffer a loss.

The most the Owner will pay for any loss or damage to stored goods under this plan is the PROTECTION PLAN LIMIT stated on the Facility/Customer Addendum or per additional protection requested and confirmed through the Owner's written documentation. The Owner has no liability for loss of or damage to Tenant's stored goods beyond the PROTECTION PLAN LIMIT agreed to by Owner under the Protection Plan purchased and agreed upon by the tenant.

Examples of when Owner would be liable include, but are not limited to: IF Owner is negligent by not repairing the roof, AND you suffer a loss due to water damage, THEN Owner will be liable for your loss, subject to the limitations below; or, IF a fire occurs as a result of Owner's negligence or other breach of his duty, AND you suffer a loss due to fire or smoke damage or water damage, THEN Owner will be liable for your loss, subject to the limitations below; or, IF theft or vandalism occurs because of Owner's negligence or other breach of his duty, AND you suffer a loss due to theft or vandalism damage to your property, THEN Owner will be liable for your loss, subject to the limitations below. Owner is not liable for loss in excess of the amount Occupant requests in this Addendum and which is set forth as the limit of Owner's liability.

**3. Liability Not Assumed by Owner (Exclusions):** The Owner will not pay for damage to the Tenant's stored property caused by:

- A. Flood, surface or tidal water, underground water, storm, surge, waves, or any body of water overflow; water backs ups, overflows from a sewer, drain or sump.
- B. Mold, mildew, or wet or dry rot.
- C. War or military action, invasion, act of foreign hostility, acts of terrorism declared or undeclared, civil commotion, rebellion, loss due to an act of civil authority.
- D. Nuclear reaction, radiation or radioactive, biological, chemical contamination, pollution or smoke (off premises smoke), electromagnetic disruption, computer virus or processes, pressure waves from aircraft/aerial devices.
- E. Loss or damage resulting from unknown or mysterious disappearance.
- F. Moths, insects, rodents, or vermin damage (covered up to \$500).
- G. Loss from theft without forcible and violent signs of entry into a securely locked space and accompanied by a police report.
- H. Consequential loss of any kind or description.
- I. Loss or damage from earthquake.
- J. Loss or damage occurring during loading and/or unloading and/or not contained within the storage unit at the time of the loss.
- K. Water damage to the above items if stored directly upon a concrete floor or in cardboard boxes stored directly upon the concrete floor.
- L. Damage from floor surface water or moisture. (Store items off the floor.)

**4. Goods and Losses not included in the Protection Plan:**

- A. The Owner will not pay for loss of or damage to goods in the open and not in a locked fully enclosed storage space.
- B. Motor vehicles, boats, or other property if stored outdoors.
- C. Consumer and commercial electronic items exceeding Protection Plan stated limits of this addendum.
- D. Money, travelers' checks, money orders, stamps, accounts, deeds, papers, bills, accounts, evidence of debt, notes, or securities.
- E. Jewelry, watches, precious or semi-precious stones, and stamps (not exceeding \$500 combined total and only with a certificate of authentication).
- F. Furs, antiques, works of art, mobile phones, perfumery, wines, cigars, spirits and the like will not exceed the protection plan limits selected and only with validation by a certificate of authentication for the items or receipt. Articles by their nature that cannot be replaced, musical instruments, artwork, personal photos, personal items, memorabilia.
- G. Animals, food, firearms, ammunition, explosives, flammables & combustibles.
- H. Goods stored that are deemed to be stolen from others or otherwise contraband and illegal.
- I. Any goods you are not permitted to store under the terms of the Occupancy Rental Agreement.
- J. Loss of stored data records other than the cost of blank data carrying materials.

**5. Failure to Pay Rent** - If rent is not received on the due date, Tenant's participation in the Tenant Property Protection Plan shall terminate and Owner shall not be liable for loss of or damage to Tenant's stored property from any cause whatsoever. At Owner's sole discretion, Tenant's participation in the Tenant Property Protection Plan may be reinstated upon payment of all rent and charges due and owing, unless any loss or damage has occurred during the period of non-payment.

**6. Maximum Owner Loss Payment** - Owner will pay the lesser of the actual amount you pay to repair the lost or damaged item(s) or to replace them with property of similar quality and where it is economical to do so. In the event of the total loss or destruction of any item, the basis of payment shall be the cost of replacing the item as new provided that the item is substantially the same as, but not better than, the original when new. Owner may decide to offer payment instead of cost to repair or replace. In no event will Owner pay more than the PROTECTION PLAN LIMIT. The Owner's payment for loss is indemnified and at the discretion of their 3rd party PROTECTION PLAN provider - Tenant Property Protection, LLC. All claims will follow the guidelines stated in these protections and exclusions.

- A. Household linens, bedding components, clothing, finished furniture items: Owner will not pay new replacement and will take into consideration age, quality, degree of use, and market value of any lost or damaged item(s).
- B. Documents: Where there is loss of or damage to documents NOT stored on the concrete floor, Owner will pay the reasonable costs of reprinting and/or research costs of reissue and/or reconstitution including, where applicable, fresh research or exploration to obtain essential information.
- C. Pairs and sets: Where any items are part of a pair or of a set, payment shall only be for the actual item lost or damaged. No payment will be made for any items which are part of a pair or set not lost or damaged.

**7. Your Duties in the Event of a Loss** - Any losses which result from burglary, vandalism, malicious mischief, or vehicle collision must be reported to the police in the jurisdiction where the loss occurs and to the management of this storage facility.

**8. The Occupancy Rental Agreement, Participation Termination, and Modifications to Protection Plans:**

- A. All terms and conditions of the occupancy rental agreement not specifically modified by this addendum are in effect and binding on both Owner and Tenant.
- B. Participation in this Protection Plan is NOT required as a condition of leasing a unit at this Self Storage Facility. Participation in this Protection Plan may be canceled by Tenant upon ten (10) days written notice to Owner. This Protection Plan may be canceled by Owner with a thirty (30) day notice to the tenant (unless terminated earlier by rent non-payment or abuse of risk terms to receive unduly gain.)
- C. The terms and conditions of this Plan are subject to change at the option of the Owner upon thirty (30) days prior written notice. If changed, the Tenant may terminate the Protection Plan on the effective date of change by giving the Owner (10) days prior written notice of termination after receiving change notice.
- D. If the Tenant purchases a Protection Plan the next month, the change shall become effective on the date stated in the Owner's notice and shall apply thereafter. The tenant must notify Owner if there is any change to the PROTECTION PLAN LIMIT, otherwise Tenant warrants that the value is accurate.

**9. Time Limit for Notice and Filing a Claim** with Tenant Property Protection ("TPP"):

- A. Notice of loss and/or damage must be made to Owner at the time of the discovery of loss or damage to your property or at the time of the removal of your property from the unit, whichever is the soonest. All claims must be submitted in 30 days to be honored.
- B. Cooperation: As a condition to any payment under the Protection Plan Addendum, Tenant must cooperate with any licensed adjuster appointed by Owner to review Tenant's alleged loss or damage.
- C. Please visit [tppclaims.com](http://tppclaims.com) for online claims handling and instructions. A toll-free number is provided at this site.

The Rental Agreement: All terms and conditions of the Rental Agreement not explicitly modified by this Addendum are in effect and binding on both Owner and you and are incorporated by reference herein

**NOTICE:** This is not an insurance policy and the Owner is not an insurance company. The Owner shall perform the obligations described in this addendum. The Owner assumes this business risk on its own, but it may purchase insurance coverage to transfer part or all of the liability retained under this Protection Plan.