

This Protection Plan Addendum ("Protection Plan Addendum") is attached to and forms a part of the Self-Storage Agreement ("Agreement") entered into by and between you (as Occupant) and Owner, as set forth in the Agreement for the use of the Premises located at the Facility.

**1. Protection Plan.** In Owner's experience, many occupants fail to obtain the appropriate protection against loss or damage to their personal property. Based upon the foregoing, Owner has implemented this Protection Plan in order to provide you some limited rights of reimbursement for certain loss or damage. The Protection Plan is NOT a policy of insurance and Owner is not an insurance agent, nor does the Protection Plan change your obligation to bear the risk of loss or damage to any stored property as set forth in the Agreement. The Protection Plan only applies to reimbursement for physical loss or damage to your stored personal property (and excludes reimbursement for loss or damage which may result from your loss of use of the property or the reduction in the market value of the property not resulting from physical damage).

Notwithstanding the foregoing, in consideration for the sum of \$16.00 per month ("Protection Plan Payment"), to be paid in addition to your other monthly rental charges, the Protection Plan provides limited reimbursement in the event of loss or damage to stored property, up to \$5,000, on the terms and conditions set forth in this Protection Plan Addendum. Protection Plan Payments shall be made in the same manner as monthly rent under the Agreement. Provided that the Protection Plan has not been cancelled (e.g., due to your non-payment of the rental obligations due under the Agreement), in the event of loss or damage to your stored personal property caused by an event set forth below, Owner will pay you for the actual cash value of the property or the cost of reasonably restoring the property to the condition immediately prior to the loss or damage, whichever is less. Property shall be valued at the time of loss or damage in the manner provided by the Agreement. No payment to you will exceed the \$5,000 limit.

**2. Cancellation of Protection Plan.** The Protection Plan provided by Owner is contingent upon the timely payment of the amounts due under the Agreement (which shall include, without limitation, the Protection Plan Payment). If a payment is not received within 10 days after the Payment Date, the Protection Plan shall no longer protect your property, and Owner shall not be responsible for reimbursing you for any loss of or damage to your stored property from any cause whatsoever. The Protection Plan may be reinstated, at the sole discretion of Owner, upon receipt of all rental and Protection Plan Payments and any other charges due and owing under the Agreement. In the event that you have satisfied the conditions of reinstatement, your rights under this Protection Plan Addendum shall be reinstated retroactively immediately following your payment in full. The Protection Plan shall terminate upon termination of the Agreement.

**3. Protected Loss or Damage.** If you participate in the Protection Plan, you may receive reimbursement for physical loss or damage to the stored personal property caused by the following (provided that the Premises or the building in which the Premises is located have been damaged):

- Fire and lightening;
- Windstorm, hail, tornado, hurricane, explosion, sonic boom, aircraft, self-propelled missiles, spacecraft, vehicles, smoke, volcanic eruption, riot, strike or civil commotion;
- Falling objects provided the building is first damaged by such falling objects, weight of ice, snow or sleet;
- Collapse of buildings or any part thereof;
- Loss or damage caused by mechanical breakdown, short circuiting, blowout or other electrical disturbance within the building where the insured property is stored is limited to \$250;
- Water damage except as excluded under paragraph 4 "Unprotected Loss or Damage";
- Rodent or vermin damage, is limited to \$250;
- Theft, vandalism and malicious mischief.

Theft means the act of stealing insured property by forcible entry into a securely locked storage space provided there are visible marks of such forcible entry upon the exterior of the storage space.

**4. Unprotected Loss or Damage.** Owner will NOT pay reimbursement for loss or damage to stored property that is caused by, without limitation, the following:

- Loss or damage of accounts, currency, deeds, documents, evidence of debt, securities, money, notes, photographs, animals, jewelry, watches, antiques, firearms, precious or semiprecious stones, furs, or garments trimmed in fur.
- Loss or damage caused by flood (meaning the rising of rivers, lakes or streams from natural causes), surface waters, waves, tidal water or tidal wave, or overflow of any other bodies of water. We do not cover spray from any of these whether or not driven by wind.
- Loss or damage caused by wear and tear, gradual deterioration, inherent vice latent defect, mildew, wet or dry rot, atmospheric conditions and/or changes in temperature (freezing) breakage of glass or similar fragile articles, decay, loss of use of market value.
- Loss or damage caused by cigarettes or other smoothing materials.
- Loss or damage caused by your neglect to use all reasonable means to save and preserve the insured property at and after the occurrence of any peril insured against, or when the insured property is endangered by an insured peril.
- Loss or damage caused by nuclear action, meaning nuclear reaction, radiation, radioactive contamination or discharge of a nuclear weapon, even if accidental, or any consequence of any of these. Loss caused by nuclear action is not considered loss by peril of fire, explosion, or smoke. Direct loss by fire resulting from nuclear action is covered.
- Loss or damage caused by war (declared or undeclared), civil war, insurrection, rebellion or revolution.

- Loss or damage caused intentionally by you or at your discretion.
- Loss or damage of contraband or caused by illegal transportation or trade.
- Accidental discharge of substances from within plumbing, heating, air conditioning or fire protective systems.
- Loss or damage caused by contaminants or other hazardous materials.
- Loss or damage resulting from any activity in violation of the lease agreement.
- Loss or damage caused by Earthquake.
- Landslide, sinkhole collapse.
- Mysterious disappearance.

**5. Unprotected Stored Personal Property.** Owner will NOT pay reimbursement for loss or damage to the following types of personal property, regardless of the cause of such damage:

- Animals
- Contraband or stolen goods
- Furs or clothing trimmed in fur, jewelry and watches, precious or semi-precious stones
- Money, money orders, traveler's checks, stamps, deeds, accounts, bills, securities, currency, notes, or evidence of debt
- Automobiles, RVs, boats or personal property stored inside of automobiles, RVs or boats
- Property stored outdoors or in areas which are not fully enclosed
- Alcohol, spirits, wine, or beer
- Firearms

**6. Procedure for Filing a Request for Reimbursement.** Owner contracts with a third party to administer the Protection Plan program (the "Protection Plan Evaluator"), including, among other services, investigating requests for reimbursement, determining actual cash value, notifying Owner of amounts to be reimbursed, and undertaking such other services as agreed to by Owner and Protection Plan Evaluator from time to time. . If you wish to make a request for reimbursement under this Protection Plan, you shall:

- Notify the Facility manager immediately
- Work with Facility manager to complete a Loss Notice Reporting Form
- Obtain a police report in the event that the loss or damage to the stored property was the result of theft, vandalism, or malicious mischief as a consequence of forced entry
- Re-secure, relocate, or take such other action as may be required to prevent further loss or damage to your stored personal property
- Take photos or video to document the loss or damage, evidence of forced entry, or damage to the Premises as may be necessary for the Owner to pay your request for reimbursement
- DO NOT discard your damaged property (or damaged lock, if applicable) until the Protection Plan Evaluator has advised you to do so
- Your request for reimbursement will be evaluated pursuant to the terms of the Agreement and this Protection Plan Addendum
- Requests for reimbursement MUST be filed within sixty (60) days of the discovery of the loss or damage; Owner will not be required to pay requests for reimbursement made more than sixty (60) days after the discovery of the loss or damage
- A police report must be filed in the case of theft, vandalism, or malicious mischief

## **7. Miscellaneous Provisions.**

- 7.1 In the event that any provision of the Protection Plan Addendum conflicts with the Agreement, the Protection Plan Addendum shall control.
- 7.2 You agree that you shall not bring any claim (in any forum) against Owner arising out of loss or damage to your stored personal property unless you have filed a timely request for reimbursement (i.e., you filed a request for reimbursement within sixty (60) days of the discovery of the loss or damage) AND such claim is brought within one (1) year of the date that you have knowledge, or if acting with reasonable diligence, you would have had knowledge of such loss or damage. The requests for reimbursement procedures set forth herein shall be in addition to, and not in lieu of, those procedures set forth in Section 12 of the Agreement.
- 7.3 Your rights under this Protection Plan Addendum shall be void in any case of fraud, concealment, or misrepresentation (whether or not actionable as fraud) by you relating to this Protection Plan Addendum, your stored personal property, the ownership of such property, or the cause of loss or damage to such property.
- 7.4 Owner shall not be required to compensate you for any loss or damage to your stored property to the extent such loss or damage has been compensated by a third party.
- 7.5 Your rights to payment under this Protection Plan Addendum shall be secondary to any other rights to recovery you may have. To the extent that you have insurance that covers the loss or damage, Owner shall not be responsible for such loss or damage. Owner shall only be required to reimburse your deductible (subject to the limitations provided elsewhere in this Protection Plan Addendum) under any of your primary insurance policies if your primary insurance carrier actually pays your claim.
- 7.6 Before any payment is made to you, you agree to: permit an inspection of the damaged property before it is disposed of or repaired, provide a sworn statement of loss containing such information as Owner or Protection Plan Evaluator may reasonably request, agree to an examination under oath at the request of Owner or Protection Plan Evaluator, produce other parties as Owner or Protection Plan Evaluator may request for examination under oath, provide Owner or Protection Plan Evaluator with records or documentation required to prove the loss or damage, and cooperate with Owner's or Protection Plan Evaluator's investigation of any requests for reimbursement under this Protection Plan.