

This is not a contract of insurance and the facility Owner is not an insurance company.

**Protection Plan Addendum to Self Service Storage Rental Agreement**

Tenant: \_\_\_\_\_ Unit #: \_\_\_\_\_ Date: \_\_\_\_\_

Pursuant to the terms and conditions of your Rental Agreement, **Affordable Storage LLC** (“Owner”) is not liable for the loss of or damage to its Tenant’s stored goods. As the Tenant, your goods are stored at your sole risk and you must insure your personal property while it is on the premises. Owner is offering a Protection Plan (“Protection Plan”). The Protection Plan provides reimbursement to you for certain losses.

**PROTECTION PLAN LIMIT \$ \_\_\_\_\_ \$2,000 or \$5,000 Plans**

**ADDITIONAL RENTAL FEE (per month): \$ \_\_\_\_\_ \$10 or \$20 Per Month**

The Protection Plan Limit cannot exceed \$5,000.00 unless confirmed in writing by Owner. An increase in the Protection Plan Limit will result in a higher Rental Fee per month.

1. The Protection Plan Offer: 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 above. This limited assumption of liability is a modification to the waiver of liability in the Rental Agreement that it forms a part.

The Protection Plan is NOT a policy of insurance and Owner is not an insurance agent, nor does the Protection Plan change Tenant's obligation to bear the risk of loss or damage to any stored property as set forth in the Rental Agreement. Under the Protection Plan the Owner shall partially retain, rather than release, its liability as provided for under the Rental Agreement. Owner’s responsibility is limited to the liability for losses that occur as a result of Owner’s negligence or as a result 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.

With acceptance of the Protection Plan, Owner retains liability for losses resulting from fire/windstorm (excluding flood and storm surge) up to the **PROTECTION PLAN LIMIT** based on the terms and conditions of this Addendum.

Owner’s responsibility is limited to the liability for losses that occur as a result of Owner’s negligence or as a result 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 Occupant **AND** you suffer a loss.

**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 you 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 you 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.

2. Protection Plan Limit: The most the Owner will pay for loss or damage to your stored goods under this Protection Plan is the PROTECTION PLAN LIMIT above. 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 by you. This is the most the Owner shall pay for any loss for any reason.

3. Goods Not Covered under the Protection Plan: The Owner will not pay for loss of or damage to goods that are in the open and not in a locked fully enclosed storage space; accounts, bills, currency, deeds, evidence of debt, securities, money, or notes; any goods you are not permitted to store under the terms of the Rental Agreement; jewelry, watches, precious or semi-precious stones and stamps (exceeding \$500 combined total); furs, antiques, works of art, mobile phones, perfumery, wines, cigars, spirits and the like (exceeding \$15,000.00 combined total); consumer and commercial electronic items exceeding \$15,000 in total; stolen goods or contraband; livestock, explosives and flammables; loss of data records other than the cost of blank data carrying materials. This Protection Plan does not cover motor vehicles, boats or other property if stored outdoors.

4. Losses Not Covered under the Protection Plan:

- a. Loss or damage to Tenant's stored goods caused by flood; surface water, underground water, storm, surge, waves, tidal water or overflow from any body of water; water that backs up through or overflows from a sewer drain or sump.
- b. Mold, mildew, or wet or dry rot.
- c. Terrorist attack, war or military action.
- d. Loss or damage resulting from unknown or mysterious causes.
- e. Consequential loss of any kind or description.
- f. Nuclear reaction, radiation or radioactive, biological or chemical contamination.
- g. Moths, insects, rodents or vermin damage in excess of \$500.
- h. Loss of data records other than the cost of blank data carrying materials.
- i. Loss or damage from earthquake,
- j. Loss from theft without forcible and violent signs of entry into a securely locked space and accompanied by a police report.
- k. 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 Owner Will Pay if there is a Loss: For any single loss or damage covered under this Protection Plan, Owner will be required to repair the item if repair is possible 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**.

- a. Household linen and clothing: Owner will not pay for new replacement and will take into consideration the 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, Owner will pay the reasonable costs of reprinting and/or reasonable 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 items which are lost or damaged. No payment will be made for any items which are part of a pair or set which are not lost or damaged.

6. Failure to Pay Rent: The Protection Plan may not cover any damages or losses for any month that the Protection Plan is not timely paid in full for the month. At Owner's sole discretion, your participation in the Protection Plan may be reinstated upon payment of all rent and other charges due and owing, unless any loss or damage has occurred during the period of non-payment.
7. Participation Termination: Participation in this Protection Plan may be canceled by you upon ten (10) days written notice to Owner. This Protection Plan may be canceled by Owner upon thirty (30) days written notice to you (unless terminated earlier by rent non-payment).
8. Time Limit for Notice: 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.
9. Modifications to Protection Plan: The terms and conditions of this Protection Plan are subject to change at the option of Owner upon thirty (30) days prior written notice. If so changed, the Tenant may terminate the Protection Plan on the effective date of such change by giving the Owner ten (10) days prior written notice of termination after receiving notice of the change. 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. Tenant is obligated to notify Owner if there is any change to the **PROTECTION PLAN LIMIT** otherwise Tenant warrants that the value is accurate.
10. Cooperation: As a condition to any payment under the Protection Plan, Tenant must cooperate with any licensed adjuster appointed by Owner to review Tenant's alleged loss or damage.
11. The Rental Agreement: All terms and conditions of the Rental Agreement not specifically 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.***

TENANT

OWNER

\_\_\_\_\_

\_\_\_\_\_

Print your name

Manager/Owner's Agent

\_\_\_\_\_

Sign your name

\_\_\_\_\_

Date