

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

**Mobile Storage Protection Plan Addendum to Portable Storage Unit Rental Agreement**

Renter: \_\_\_\_\_

Portable Storage Unit # \_\_\_\_\_ Date: \_\_\_\_\_

Pursuant to the terms and conditions of your Rental Agreement, **AffordABox LLC** (“Owner”) is not liable for the loss of or damage to your goods stored in the rented Portable Storage Unit. As the Renter, your goods are stored in the Portable Storage Unit at your sole risk and you must insure your personal property as well as the Portable Storage Unit while rented for use on Renter’s provided site. Owner is offering a Protection Plan (“Protection Plan”). The Protection Plan provides reimbursement to you for certain losses.

**PROTECTION PLAN LIMIT \$ \_\_\_\_\_ ADDITIONAL RENTAL FEE (per month): \$ \_\_\_\_\_**

**\$2,000 in Protection - \$15 a month / \$5,000 in Protection - \$35 a month / \$10,000 in Protection - \$50 a month**

The Protection Plan Limit cannot exceed \$10,000 unless confirmed in writing by Owner. An increase in the Protection Plan Limit will result in a higher Rental Fee per month.

In consideration of the payment of the Additional Rental Fee per month, Owner offers the Protection Plan with specific terms for all three phases of your Portable Storage Unit rental.

- 1) Premium Protection Terms in effect while the Portable Storage Unit is being stored on the Owner’s property or warehouse.
- 2) In Transit Protection Terms in effect when the Portable Storage Unit is being transported by the Owner or its employees/agents.
- 3) On-Site Protection Plan while the Portable Storage Container is located on a Renter’s provided site, or in the Renter’s possession.

1. The Premium Protection Terms 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.

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 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.

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 Renter'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 Portable Storage Unit; 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 \$10,000.00 combined total); consumer and commercial electronic items exceeding \$10,000 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.

4. Losses Not Covered under the Protection Plan:

- a. Loss or damage to Renter'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. Losses Not Covered during Transit: Owner will pay for loss or damage of Renter's goods to the amount of the PROTECTION PLAN LIMIT while in transit inside the Portable Storage Unit listed on this Addendum due to collision or vehicle overturn during transit while the Portable Storage Unit is transported by the Owner. No damage or loss to Renter's goods will be paid if no collision or vehicle overturn occurred.

Renter assumes full responsibility and liability for packing Renter's property in the Portable Storage Unit and for securing Renter's property for over the road transportation so that it will not shift or break during forklift loading and truck transport. Renter's goods damaged in transit as a result of improper packing, are not covered under the Protection Plan. Renter's goods damaged while loading or unloading are also not covered under the Protection Plan.

6. Losses Covered when Portable Storage Unit is in the Renter's Possession: While the Portable Storage Unit is in the Renter's possession, Renter accepts all responsibility for damage to or theft of the Portable Storage Unit regardless of Renter's fault or negligence, the fault or negligence of any other person or acts of God. Under the Protection Plan, Owner will waive loss or damage to the Portable Storage Unit while it is located on the Renter's designated site or in its possession to the amount of the PROTECTION PLAN LIMIT.

Further, Under the Protection Plan, Owner will pay for damage to Renter's stored goods as a result of water damage caused by a leak in the Portable Storage Unit to the amount of the PROTECTION PLAN LIMIT. Water damage caused by flood or rising water is excluded.

Even though you purchase the Protection Plan the following is not covered:

- a. Usage of the Portable Storage Unit that violates any terms of the rental agreement.
- b. Damage caused by an attempt to move or reposition the Portable Storage Unit after initial delivery.
- c. Any gross negligence or deliberate action in the treatment of the Portable Storage Unit beyond its intended use.
- d. Any failure to provide Owner, the police or other authorities with a full report of any accident or vandalism involving the Portable Storage Unit or otherwise any failure to cooperate with Owner, the police or other authorities in the investigation of any accident or vandalism.

Further, Renter acknowledges that Owner will normally place the Portable Storage Unit on a driveway or other paved surface immediately accessible from a street fronting Renter's premises. The Protection Plan does not cover any ground surface damage resulting from the placement of the Portable Storage Unit at or on Renter's Premises.

7. 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.

8. 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.

9. 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).

10. 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.

11. 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 Renter 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 Renter

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. Renter is obligated to notify Owner if there is any change to the PROTECTION PLAN LIMIT otherwise Renter warrants that the value is accurate.

12. Cooperation: As a condition to any payment under the Protection Plan, Renter must cooperate with any licensed adjuster appointed by Owner to review Renter's alleged loss or damage.

13. 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.***

RENTER

OWNER

\_\_\_\_\_  
Print your name

\_\_\_\_\_  
AffordABox LLC

\_\_\_\_\_  
Sign your name

\_\_\_\_\_  
Owner, Manager, or On Behalf of Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date