

# Tenant Property Protection Plus<sup>TM</sup> Plan

## Accidental Damage Waiver/Deductible Reimbursement Terms & Conditions

### For On-Premise Caused Incidents

#### 1. Basic Service

This storage facility provides you with a basic level of service according to the terms and conditions of the rental agreement you signed and this vehicle storage addendum. The rental agreement states:

- a. Your property is stored at your sole risk of loss or damage.
- b. The self-storage operator is not liable for loss of or damage to your interior stored property nor damages to contents. (see exemption 2.g.)
- c. You must insure your property while it is on the premises.

#### 2. TPP ADW/DR - Limited Assumption of Liability by Lessor

In consideration of payment of the monthly fee elected on the ADW/DR Addendum and in addition to the monthly rent, the Lessor waives liability of the Lessee for damage done while on the storage facility premises to facility property and other Tenant's property, up to the Protection Limit elected on the ADW/DR Addendum for losses caused by:

- a. Vehicle collision with facility property or stored property of another tenant.
- b. Damage done to this self-storage facility structure.
- c. Fire, explosion, smoke, or water damage.
- d. Hazardous material contamination and remediation.
- e. Loss or damage that impacts the use or ability of this self-storage facility to lease the space to other occupants.
- f. External damage to the vehicle resulting from a Burglary or attempted Burglary (Police Report Required).

If your rental agreement, lease, or vehicle storage addendum with this facility contains a waiver of liability, this limited assumption of liability is a modification to that waiver of liability. The Lessor has no liability for loss of or damage to Occupants stored property beyond that described in this addendum. The Occupant is liable for damages exceeding the selected protection limit.

- g. There will be a one-time \$500 content coverage for the replacement of stolen items from within the stored property on-site and off-site with a police report and proof-of-force photos. Proof of purchase of items stolen may be required. Example: Generators, batteries, propane tanks, tires, loose auto parts.
- h. Stolen vehicle parts permanently attached are covered for deductible reimbursement up to 50% of total replacement cost, not to exceed \$350 of the deductible reimbursement. Proof of replacement will be required before any reimbursement will be made.

#### 3. Liability Not Assumed by Owner (Exclusions)

The Lessor will not pay for damage to the Tenant's stored property caused by:

- a. Flood, surface water, underground water, or water that backs up through or overflows from a sewer, drain or sump, or accidental discharge of substances from within plumbing, heating, air conditioning, or fire protection systems.
- b. Intentional acts and omissions by Tenant and/or Tenant's guests when a reasonable person could have foreseen the consequence to the property.
- c. Illegal activity by the Tenant and/or Tenant's guests.
- d. Any unreported damages.
- e. Death, personal injury, or liability to any person.
- f. Acts of God or natural disasters including hail, tornadoes, and hurricanes.
- g. War or military action, arson, riots, nuclear reaction, radiation or radioactive, biological, or chemical contamination.
- h. Theft or mysterious disappearance.
- i. Violations of any lease clause, or lease addendum clause by the Tenant and/or Tenant's guests
- j. Catastrophic loss (defined as 10 or more stored property spaces) affected by a single covered loss is limited to 50% stop loss of the Protection Limit.

#### 4. Failure to Pay Rent

If the Tenant's rent is not received on the due date, the TPP ADW/DR shall terminate immediately, and Tenant shall be liable for any/all damage done while on the storage facility premises to facility property from any cause. At Lessor's sole discretion, Tenant's participation in the TPP ADW/DR may be reinstated upon payment of all rent and other charges due and owing.

#### 5. The Amount the LESSOR Will Pay if There is a Loss

The Lessor will reimburse the actual amount paid to repair the damaged property up to the Plan Limit elected. In no event will Lessor pay more than the Plan Limit elected on the TPP ADW/DR.

#### 6. Tenant's Duties in Event of a Loss

- a. Any losses must be reported immediately to this self-storage facility management and Tenant Property Protection.
- b. You must provide proof of payment to the facility manager from your repair vendor before the claim can be paid.
- c. Note the steps below to properly file your claim.

#### 7. The Rental Agreement

- a. All terms and conditions of the rental agreement not explicitly modified by this addendum are in effect and binding on both the Lessor and Occupant.
- b. The TPP Plus<sup>TM</sup> Plan and its terms and conditions will be binding on the tenant/lessee, their designated storage space, and their specifically described RV/Boat/Vehicle/Trailer associated with the tenant/lessee's lease. Parties not named nor related to the lessee are not covered.

#### 8. Filing a Claim

- a. Notify the manager of the storage facility and Tenant Property Protection of any damage within 72 hours of occurrence or discovery.
- b. Secure remaining property to prevent further loss and take photographs for claims submittal.
- c. File an incident report at [www.tppclaims.com](http://www.tppclaims.com). A toll-free number is provided at the site.