

TENANT PROPERTY PROTECTION PLAN TERMS & CONDITIONS

This self-storage facility provides you (hereinafter "Tenant"), with a basic level of service pursuant to the Terms and Conditions of the Facility Rental Agreement (hereinafter "Rental Agreement") that you, the Tenant signed. The Rental Agreement states Tenant's property is stored at Tenant's sole risk of loss or damage, the self-storage Owner/Operator is not liable for loss of or damage to the Tenant's stored property, and Tenant must have coverage for Tenant's property while it is on the premises.

It is the Tenants responsibility to maintain and provide a list of inventory records and documentation. This will establish a base line of Tenant inventory records and in the event of a loss, will provide the most accurate information for claims adjudication services. To simplify the process for Tenants, we created a web application tool called BirdsEyeProtection (<https://birdseyeprotection.com>). All uploaded documentation added will be stored in this cloud-based repository at the time of submission.

The Tenant Property Protection Plan (hereinafter "TPP Plan") limit cannot exceed \$5,000.00 USD unless inventory and pictures are provided on <https://birdseyeprotection.com> and confirmed approval in writing is provided by TPP and Owner. If approved, an increase in the TPP Plan limit will result in a higher Rental Fee per month.

1. Protection Plan Agreement – Owner/Operator's Limited Retention of Legal Liability:

In consideration of the TPP Plan payment (as initialed in the TPP Secure Addendum, hereafter "Addendum") and in addition to the monthly rent, the Owner/Operator shall not require the release of liability for property damage as stated in the Rental Agreement, up to the amount indicated in the Addendum and does not require Tenant to insure Tenant's stored property as otherwise required by the Rental Agreement. Instead, the Owner/Operator shall retain, rather than extinguish, its liability as imposed by law. The liability of the Owner/Operator under this Agreement shall be limited to loss or damage that occurs because of the Owner/Operator's failure to exercise the care that a reasonably prudent person would exercise in like circumstances or because of acts or omissions for which the Owner/Operator is liable under the law, including but not limited to vicarious liability, intentional tort, strict liability, and breach of common law or statutory duty. Loss or damage may be caused by, but not necessarily limited to, fire, smoke, theft, water damage or vandalism resulting from negligent operations of the facility Owner/Operator. Stored non-flammable inventory for business conducted away from the facility is covered. With acceptance of the TPP Plan, TPP on behalf of the 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.

2. Limit:

The most the TPP Plan will pay for validated loss or damage to Tenant's stored property under TPP Plan Agreement is initialed on the signed Addendum. If the limit of this TPP Plan exceeds the limit listed in the Rental Agreement, then the value of property stored by the Tenant may be increased to the limit of a newly signed TPP Plan. Tenant agrees that any increases in the value allowed by this TPP Plan will not apply to the types of property described in Provision 3 below.

3. What Will Not Be Repaired or Replaced and Tenants Should Not Store:

The TPP Plan will not pay to have repaired, replaced or pay for if lost or damaged property that is in the open and not in a locked, fully enclosed self storage unit; accounts, bills, currency, deeds, evidence of debt, securities, money, money orders, travelers checks, stamps, paid receipts; any property you are not permitted to store under the terms of the Rental Agreement; like heirlooms, collectibles, sentimental items, jewelry, watches, precious or semi-precious stones, and stamps (exceeding 25% of limits in combined total); furs, or clothing trimmed in fur; antiques, works of art, mobile phones, perfumery, wines, cigars, spirit and the like (exceeding 50% of limits in combined total); consumer and commercial electronic items exceeding 50% of limits in combined total; animals, food, firearms, ammunition, stolen goods or contraband, explosives, flammables, and combustibles including but not limited to improperly maintained or stored lithium batteries; loss of data records other than the cost of blank data carrying materials; articles by their nature that cannot be replaced, musical instruments, artwork, personal photos, personal items, memorabilia. Any stored content associated with a business conducted inside or out of a storage unit on the premises is excluded from any coverage by the TPP Plan. This includes but not limited to any type of workshop, repair shop, or for any sales (retail or wholesale), renovation, decoration, painting, or other contracting. Coverage is intended for on-site facility storage only. Burglary claims are subject to a \$250 deductible per incident. This deductible is waived when proof is submitted of a disc, cylinder or Noke door system that was utilized to secure the unit. Proof is defined as photo of the damaged lock or receipt for purchase of the lock if it is no longer present on the unit. Burglary is defined as visible forced entry into the unit where damage to the unit itself is visible to gain entry. The absence of a lock does not fulfill the requirement of visible forced entry.

4. The TPP Plan Will Not Pay for Damage to Tenant's Stored Property Caused by any of the following:

Flood, surface water, underground water, or water that backs up through or overflows from a sewer, drain or sump; rodent, moths, insects, or vermin damage in excess of \$500 (rodent, moths, insects, or vermin coverage is null and void if perishables are stored within the unit); mold, mildew, or wet or dry rot; terrorist attack, war or military action, civil commotion, rebellion, loss due to an act of civil authority, pollution or smoke (off-premises smoke), improperly maintained and stored lithium batteries related damage; electromagnetic disruption, computer virus or processes, pressure waves, aircraft/aerial devices; earthquake or volcanic eruption; nuclear reaction, radiation or radioactive, biological or chemical hazardous materials and contamination; loss or damage occurring during loading and/or unloading and/or not contained within the storage unit at the time of the loss. The TPP Plan will not pay for any losses or damages resulting from unknown or mysterious causes., i.e., loss from theft without visible signs of forced entry into a securely locked space and accompanied by a police report, nor consequential loss of any kind or description. This TPP Plan does not cover motor vehicles, boats, or other property if stored outdoors.

5. The Amount the TPP Plan Will Pay if there is a Loss:

For any single liability event, the TPP Plan will pay the lesser of the actual amount you (Tenant), reasonably pay to repair damaged item(s) or to replace lost or damaged items with property of similar quality. The TPP Plan may offer an agreed-upon payout instead of repairing or replacing. In no event will the TPP Plan pay more than the limit stated in provision 2 of this document. NOTE:

- Household linens and clothing. TPP, on behalf of the Owner, will not pay for new items. Replacements will take into consideration the age, and condition and use fair market value of any lost or damaged item(s).
- Business 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.
- Pairs and sets: Where any item is part of a pair or of a set, payment shall only be for the actual items which is 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.

The TPP Plan will pay only valid claims according to the guidelines stated in these protections and exclusions. The TPP Plan reserves the right to reclaim any damaged items paid for through the claims process. These items have explicitly been compensated for through the awarded claim.

6. Failure to Pay Rent:

If rent is not received within five (5) days of the due date, Tenant's participation in the TPP Plan shall terminate and the Owner/Operator shall not be liable for the loss of, or damage to, Tenant's stored property from any cause whatsoever. At TPP Plan's sole discretion, Tenant's participation in the TPP Plan may be reinstated upon payment of all rent and other charges due and owing.

7. Notification and Claims Filing Time Limits:

Notice of loss and/or damage must be made immediately to the Owner/Operator or Facility Manager at the time of loss or damage to the Tenant's property, or when discovered upon removing the property from the unit, whichever is the soonest. **All claims must be submitted within thirty (30) days of discovery to be honored.** Tenant is to provide TPP Claims proof of ownership records and receipts that prove the loss(es) are Tenant's owned property. For burglary claims, losses must be reported to the police and Facility Management. Additionally, Owner/Operator or the Facility Manager must verify a visible sign of forced entry, and a copy of the police report must be obtained by the Tenant and provided to the Claims Administrator at TPP before the Tenant's claim will be processed. Tenant is not to move, remove, or discard any items from the unit until the Claims Adjuster, Owner/Operator or the Facility Manager has given the approval to do so. Tenant is responsible to take photographs and/or video of the loss or damage in the unit to be included with the Tenant's claim submission. Tenant agrees to cooperate with the Claims Adjuster when filing a claim to ensure timely settlement. Please visit www.tppclaims.com for claims handling and instructions. **A toll-free number is provided at the bottom of the webpage.**

8. Dispute Resolution:

Mediation: If a Party to this Agreement believes that a claim or Dispute (hereinafter "Dispute") relating to this Agreement exists, the Party will notify the other Party thereof in writing. The Parties agree that for any claim or Dispute relating to this Agreement among or involving the Parties, the Parties shall meet with the purpose of resolving the Dispute. If the Parties involved cannot resolve the Dispute within forty-five (45) business days, the Parties agree to resolve the Dispute by mandatory mediation. The parties agree that the mediation shall be conducted and heard by a single mediator to resolve the claim Dispute. A single mediator shall be selected according to the National Arbitration and Mediation (NAM) under its Comprehensive Dispute Resolution Rules and Procedures. Each Party shall bear its costs of the mediation, including attorneys' fees, and each Party shall equally share all charges rendered by the

mediator. If the mediation process described is unsuccessful in resolving this Dispute, either Party may pursue arbitration.

Arbitration: The arbitration must be conducted on an individual basis, and the Tenant and Owner agree not to act as a class representative or in a private attorney general capacity in any claim or Dispute. The arbitration must be brought within the time set by the applicable statute of limitations or within thirty (30) days of the Tenant vacating the premises, whichever occurs first. The Federal Arbitration Act (FAA) shall govern this arbitration agreement. The arbitration shall be conducted by National Arbitration and Mediation (NAM) under its Comprehensive Dispute Resolution Rules and Procedures for the Self-Storage Industry. The NAM arbitration rules and procedures may be found at www.namadr.com.

Tenant understands that Tenant is waiving its right to a judicial adjudication of disputes with the Owner regarding this Agreement. The parties know the limited circumstances under which an arbitration award challenge may be made and agree to those limitations. Owner and Tenant stipulate and agree that they have had sufficient time and opportunity to consider the implications of their decision to arbitrate and that this addendum about arbitration represents a voluntary choice after due consideration of the consequences of entering into this addendum. IF THE OWNER CHOOSES ARBITRATION, THE TENANT SHALL NOT HAVE THE RIGHT TO LITIGATE A CLAIM IN SMALL CLAIMS COURT OR TO HAVE A JURY TRIAL. THE TENANT IS ALSO GIVING UP THE TENANT'S RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER COLLECTIVE ACTION LAWSUIT OR ARBITRATION.

Each Party shall keep all Disputes, mediation, or arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

9. Participation Termination:

The Owner/Operator may cancel the TPP Plan with a written thirty-day (30) notice to Tenant (unless terminated earlier because of rent non-payment). The Terms and Conditions of this TPP Plan are subject to change at the option of TPP with thirty (30) days written notice. If changed, the Tenant may terminate TPP Plan coverage on the effective date of change by giving the Owner/Operator or Facility Manager ten (10) days advance written notice to terminate as well as providing proof of homeowner's insurance coverage.

10. The Rental Agreement:

All Terms and Conditions of the Rental Agreement not specifically modified by the Addendum are in effect and binding on both the Owner/Operator and Tenant. The Terms and Conditions are incorporated herein.

NOTICE: Neither the Owner/Operator nor the leasing representative is an insurance agent. This is not an insurance policy, and the Owner/Operator is not an insurance company. The Owner assumes business risk on its own, but it may purchase insurance coverage to transfer part, or all the liability retained under this Agreement.

Claim Contact: www.TPPClaims.com

All required claim documentation must be completed and received by TPP as soon as possible, to finalize your claim.

Please refer to www.tpptersandconditions.com for the latest TPP Terms and Conditions.