

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

Southern Highlands Property Protection Agreement

Addendum to Monthly Rental Agreement

This storage facility provides you with a basic level of service pursuant to the terms and conditions of the Monthly Rental Agreement that you signed (hereinafter "Rental Agreement"). The Rental Agreement states your property is stored at your sole risk of loss or damage, the self-storage Operator is not liable for loss of or damage to your stored property, and you must insure your property while it is on the premises.

For an additional monthly rental charge and as per the terms, conditions, and limitations of the Customer Storage Protection Agreement detailed below, the facility Operator will agree to a limited retention of Legal Liability.

1. Customer Storage Protection Agreement – Operator’s Limited Retention of Legal Liability:

Limit	Additional Rent	Initial Choice
\$2,000	\$9	
\$5,000	\$14	

In consideration of the payment as initialed above in additional monthly rent, Operator shall not require the release of liability for property damage as stated in Paragraph 11 of the Rental Agreement, up to the amount indicated above, and also does not require you to insure your stored property as otherwise required by Paragraph 8 of the Rental Agreement.

Instead, Operator shall retain, rather than extinguish, its liability as imposed by law. The liability of the Operator under this agreement shall be limited to loss or damage that occurs as a result of the Operator’s negligence or as a result of acts or omissions for which the 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 Operator.

2. Limit: The most the Operator will pay for loss or damage to your stored property under this Agreement is as initialed above. If the limit of this Protection Agreement exceeds the limit listed in Paragraph 7 of the Rental Agreement then the value of property stored by the Customer may be increased to the limit of this Protection Agreement. Customer agrees that any increases in the value allowed by this Agreement will not apply to the types of property described in Paragraph 3 below.

3. Property Operator Will Not Pay to Repair or Replace: The Operator will not pay for loss of or damage to property that is in the open and not in a locked fully enclosed storage space; accounts, bills, currency, deeds, evidence of debt, securities, money, or notes; any property you are not permitted to store under the terms of the rental agreement; collectibles, jewelry, watches,

precious or semi-precious stones, precious metals and alloys including silver, furs, antiques, works of art, animals, stolen goods or contrabands.

4. Mysterious Losses: Operator will not pay for any losses resulting from unknown or mysterious causes. In the event of theft, the Customer must file a report of the theft with the police or other law enforcement agency with jurisdiction to investigate and record crime at the insured location. A copy of the report must be provided to the Operator and there must be evidence of a break-in.

5. The Operator Will Not Pay for Damage to Customer'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; moths, insects, rodents or vermin in excess of \$500; mold, mildew, or wet or dry rot; terrorist attack, war or military action; earthquake or volcanic eruption; including leakage from sprinkler systems which are damaged by an earthquake or volcanic eruption; nuclear reaction, radiation or radioactive, biological or chemical contamination.

6. The Amount Operator Will Pay if there is a Loss: For any single Operator's Liability Event, Operator will pay the lesser of the actual amount you reasonably pay to repair damaged item(s) or to replace lost or damaged items with property of similar quality. In no event will Operator pay more than the limit stated in paragraph 2.

7. Failure to Pay Rent: If rent is not received within 10 days of the due date, Customer's participation in the Protection Agreement shall terminate and Operator shall not be liable for loss of or damage to Customer's stored property from any cause whatsoever. At Operator's sole discretion, Customer's participation in the Protection Agreement may be reinstated upon payment of all rent and other charges due and owing.

8. Participation Termination: Customer may cancel participation in this plan upon ten (10) days written notice to Operator. Operator may cancel this plan upon thirty (30) days written notice to Customer.

9. The Rental Agreement: All terms and conditions of the Rental Agreement not specifically modified by this addendum are in effect and binding on both Operator and Customer and are incorporated by reference herein.

Please indicate if you wish to participate in the Southern Highlands Property Protection Agreement by initialing on the corresponding line:

_____ (initial) **I agree to participate in the Southern Highlands Property Protection Agreement.**

_____ (initial) **I do not wish to participate in the Southern Highlands Property Protection Agreement.**

I understand that Operator shall not be liable for loss of or damage to my stored property from any cause, including the Operator's negligence or other failures by the Operator to fulfill the legal obligations that would otherwise be applicable. I acknowledge that I am required to insure my personal property while it is on the premises.

NOTICE: This limited retention of liability is not an insurance policy and the Operator is not an insurance company. The Operator shall perform the obligations described in this Agreement. The Operator assumes this business risk on its own, but it may purchase insurance coverage to transfer part or all of the liability retained under this agreement.

Customer Name: _____	Space #: _____
Customer Signature: _____	Date: _____
Operator's Agent/Manager: _____	Date: _____