



Contents Protection / Duty to Insure Addendum to Rental Agreement

This Addendum to the Rental Agreement ("Rental Agreement") by and between Zippy Shell Incorporated and one or more affiliates (collectively, "Zippy Shell") (also referred to as "we" or "our"), and the Tenant (also referred to as "you") establishes and clarifies the contractual liabilities of each party regarding: 1) damage to Tenant's property ("Contents") while in our possession, care, custody or control, and 2) damage to the Container when it is not in our possession. Capitalized terms not otherwise defined herein shall have those meanings set forth in the Rental Agreement.

Container Damage Waiver & Contents Protection (Silver Coverage)			Description of Goods (Example: Household Goods)
Accept coverage for term of Rental Agreement ☐	Coverage:	Cost:	
	\$10,000	\$54.95 each month	
Allow coverage to terminate after 30 days ☐	\$15,000	\$65.95 each month	
	\$25,000	\$87.95 each month	
	\$50,000	\$131.95 each month	
	\$75,000	\$159.95 each month	

You have agreed: (i) to either elect Contents Protection (Silver Coverage) or (ii) to decline Contents Protection (Silver Coverage) for the term of the Rental Agreement.

Contents Protection (Silver Coverage)

You agree with us as to our respective duties, obligations and liabilities with respect to preservation and protection of the Contents in our possession, care, custody and control and damages arising from certain events:

If you decline to pay for **Contents Protection (Silver Coverage)** after the first 30 days, Zippy Shell is released from any obligation to: preserve and protect, or be liable for damage to the Contents in its possession or care, custody and control, regardless of fault, or to purchase insurance protecting the Contents from such damage. You shall be solely responsible for all damage to the Contents while stored in a Container, in transit, when in the care, custody or control of Zippy Shell, or otherwise for obtaining insurance from an insurance company or agent of your choosing to protect against such loss.

If you elect **Contents Protection (Silver Coverage)**, Zippy Shell shall be responsible, as limited herein, for: preserving and protecting specified Contents while in its own possession or care, custody and control; loss arising from certain covered events; and, obtaining insurance protecting your Contents from such loss, but only to the extent of the coverage selected and paid for by you. In consideration for Zippy Shell assuming responsibility for damage, the monthly fee for the use of the Container and the services being rendered shall reflect the additional cost to you. You understand that this is not an insurance policy or document and that you may purchase insurance from an insurance company or agent of your choice at any time. You further understand that the purchase of Contents Protection is not required to rent the Container and that Contents Protection may duplicate the coverage that you have through an insurance policy.

Please read the attached terms and conditions carefully as we will not be responsible for damage to certain types of property nor for damage resulting from specified events. Non-payment of fees will result in the immediate termination of this coverage and negate any obligation or liability we assume here under.

Container Damage Waiver (Silver Coverage)

Under the Rental Agreement, while the Container is in your possession, you accept responsibility for damage to the Container and the cost of repairing it regardless of your fault or negligence, or the fault or negligence of any other person, or acts of God. If you have Container Damage Waiver (Silver Coverage) we waive your responsibility for all of the cost of damage specifically to the Container regardless of fault or possession subject to the actions that invalidate this waiver listed in the Rental Agreement. Note: If



you do not elect to continue paying for Container Damage Waiver (Silver Coverage), you shall be responsible for any damage to the Container while in your possession and any damage to the contents regardless of possession, for the duration of the Term.

The below establishes and clarifies the contractual liabilities of each party regarding: 1) damage to your property ("Contents") while the Container is in our possession, care, custody or control, and 2) damage to the Container when it is not in our possession.

1. Representations, Warranties and Duty to Insure: As limited herein, we assume responsibility for protecting and preserving all Contents other than specific excluded property ("Covered Property") in our possession or care, custody or control from covered causes of loss and shall be liable for loss up to an amount of \$100. We assume responsibility for purchasing such insurance as we deem necessary to insure or financially back these obligations. We shall only be responsible for damages occurring during such period(s) for which you have paid us all required rental, transport, storage and/ or service fees due.

2. Coverage Period: Coverage commences upon acceptance of this Customer Protection Agreement and continues until the earlier of: (i) the expiration or termination of the Rental Agreement, (ii) the date that the Container is returned to us, (iii) non-payment of any fees due to us, or (iv) the termination of this Contents Protection Agreement.

3. Coverage Territory: We only cover losses occurring in the United States of America.

4. Property Not Covered: Notwithstanding any other provision in this Contents Protection Agreement to the contrary, we do not assume any liability for loss or damage to the following types of personal property: heirlooms or precious, invaluable or irreplaceable property such as books, records, writings, works of art, photographs, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value to you and records or receipts relating to the stored goods, money, bank notes, securities, accounts, deeds and evidences of debt; letters of credit; bullion, gold, goldware, silver, silverware, coins, precious metals and pewter; stored value cards and smart cards; manuscripts, personal records, passports, tickets and stamps; jewelry, watches, furs, precious and semiprecious stones, firearms; animals, birds and fish; motorcycles, motor vehicles and engines, trailers; property not owned by you or for which you are not legally liable; or computer software or programs, media or computer data contained on hard disks or drives.

5. Covered Cause Of Damage: We will only pay for loss to Covered Property resulting from: Fire Or Lightning; Windstorm or Hail but not loss caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the Container causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening; Explosion; Riot or Civil Commotion; Aircraft or Vehicles; Smoke; Vandalism and Malicious Mischief; Weight of Ice, Snow or Sleet; Accidental Discharge or Overow of Water or Steam from plumbing, heating, air conditioning or automatic protective sprinkler system; Falling objects, but only if the roof or an outside wall of the Container is damaged by the falling object; Burglary (excluding when the Container is on-site at your location) with evidence of forcible break in and entry; Collapse of the Container or of a building onto the Container but only if the collapse was caused by a covered cause of loss; Federally Certified Acts of Terrorism (but not to include acts of chemical, biological and nuclear terrorism); and, Collision, upset or overturn while the Covered Property is in transit to or from our facility or to your designated location or at your origination or destination location.

6. Exclusions: We do not assume liability for damage to Covered Property while the Container is not in our possession, care, custody or control or damage caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any sequence to loss: (i) Ordinance or law regulating demolition, clean up or removal of pollutants; (ii) Earth movement, meaning: earthquake, land shock, waves or tremors; volcanic eruption; landslide, mudslide and mudflow including earth shrinking, rising or shifting; or earth sinking, sinkhole collapse, subsidence, rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions including contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface; (iii) Water damage (other than as may be provided in Section 5 above), meaning: flood, surface water, waves, tidal water, overflow of a body of water, or their spray, all whether driven by wind or not; or mudslide or mudflow; water or water-borne material which backs up from a sewer or drain or which overflows or is discharged from a sump, sump pump or related equipment; or water or water-borne material under the ground surface, including water which exerts pressure on, flows, seeps or leaks through a foundation, wall, floor, ceiling, porch, sidewalk, driveway, swimming pool, paved surface, basement, door, window or other opening; (iv) War, civil war, insurrection, military action, discharge of any biological or chemical agent or a nuclear weapon, nuclear reaction, radiation, or radioactive contamination; (v) Intentional acts by or at your direction with the intent to cause loss or damage; even if the person committing the act is insane, intoxicated or otherwise impaired; (vi) Destruction, confiscation or seizure of property by order of any governmental or public authority; (vii) Presence, growth, proliferation or spread of mold, fungus, wet rot, mildew, bacteria, rust, corrosion, dampness, dryness, contamination, spoilage, decay (unless as a direct ensuing result of a covered loss set forth in Section 5 above) or any expense for testing, monitoring, abatement, mitigation, removal, remediation, restoration, neutralization, detoxification or disposal of such; (viii) Wear and tear, marring and scratching, deterioration, hidden or latent defect; nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; (ix) Chemical, biological and nuclear terrorism and acts other than Federally Certified Acts of Terrorism; (x) loss occurring prior to or after the term of this Contents Protection Agreement; (xi) loss occurring prior to or after termination of the Rental Agreement; (xii) burglary when the Container is in your possession or on-site at your location; (xiii) damage caused by repossession of the Container by us due to your failure to pay rent or any other amounts due us; (xiv) damage caused by improper packing, normal shifting or intentional acts; or (xvii) damage caused by bodily injury or disease.

7. Duties In The Event Of Loss: You must see that the following are done in the event of loss or damage to Covered Property and/or the Container, as appropriate: (i) Notify the police if a law may have been broken; (ii) Give us prompt notice of the loss or damage including a description of the Covered Property involved; (iii) As soon as possible, give us a description of how, when and where the loss or damage occurred; (iv) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase our liability. However, we will not be responsible for any subsequent loss or damage resulting from a cause of loss that is not a covered cause of loss. Also, if feasible, set the damaged property aside and in the best possible order for examination; (v) You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent; (vi) As often as may be reasonably required, permit us or our agents to inspect the property proving the loss or damage and examine your books and records. Also, permit us or our agent to take samples of damaged and undamaged property for inspection, testing and analysis, and to make copies from your books and records; (vii) We or our agents may examine you under oath, while not in the presence of any other tenant and at such times as may be reasonably required, about any matter relating to the claimed loss, including your books and records. In the event of an examination, your answers must be signed; (viii) Send a signed, sworn proof of loss containing the information requested to settle the claim. You must do this within 60 days after such request. We or our agents will supply you with the necessary forms; (ix) Immediately send copies of any demands, notices, summonses or legal papers received in connection with the claim or suit; and, (x) Cooperate in the investigation or settlement of the claim.

8. Settlement Options: Our liability shall not exceed the lesser of the following amounts after deduction of any amounts paid by a third party, and less the applicable deductible: (i) the actual cash value which includes depreciation or the repair cost, whichever is less; (ii) your interest in the Covered Property; or (iii) your coverage amount. The deductible per loss is: \$100. If property is recovered for which we or our agents have made payment, we are to be notified of such recovery. At our option, we may retain such property but there shall be no abandonment of property to us. If there is damage to Covered Property caused by more than one loss, each loss shall be adjusted separately, and the applicable deductible amount shall be applied separately to each loss. At our option, we may pay the loss in money, or may repair or replace the damaged or stolen Covered Property. In the event of a total loss, we may require assignment of title, or may require that you retain title to the damaged Covered Property and deduct the agreed or appraised salvage value from any claim payment. In case of loss or damage to any part of a pair or set we may: repair or replace any part to restore the pair or set to its value before the loss or damage; or pay the difference between the value of the pair or set before and after the loss or damage. In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

9. Loss Payment: We or our agent will give written notice to you of our evaluation of damages and liability within 30 days after receipt the sworn proof of loss. We will not be liable for more than your financial interest in the Covered Property. Payment shall be made to you as loss payee unless the Covered Property is identified as owned by others. We will not be liable for any Covered Property identified as owned by others. You will not be paid more than your financial interest in the Covered Property. Payment for covered loss or damage shall be within 30 days after receipt of the sworn proof of loss if there has been compliance with all the terms of this Contents Protection Agreement and the parties have reached agreement on the amount of the loss. We will not be liable for any part of a loss that has been paid or made good by others.

10. Recovered Property: If any property is recovered after loss settlement, that party must give the other prompt notice. At your option, property will be returned to you. You must then return to us the amount paid for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the limits herein.

11. Right To Recover From Others: If any person or organization to or for whom we make payment has rights to recover damages from another, those rights are transferred to us to the extent of any payment. That person or organization must do everything necessary to secure such rights and must do nothing after loss to impair them.

12. Concealment, Misrepresentation or Fraud: We are relieved from all responsibility and liability in any case of fraud, intentional concealment or misrepresentation of a material fact, at anytime, concerning any claim or your interest in the Covered Property

13. Term; Termination. This Contents Protection Agreement shall continue on a month-to-month basis until terminated. The monthly fee may be adjusted by us effective the month following written notice to you specifying such adjustment, which notice shall be given not less than 30 days prior to the day the adjustment will be effective. For the avoidance of doubt, Zippy Shell may increase, add or change any fees charged to Customer upon 30 days' prior notice to Customer. Any such increase will not otherwise affect the terms of this Contents Protection Agreement, all of which will remain in full force and effect. With advance written notice, you may reassume liability for damage to your Contents at any time by termination of this Contents Protection Agreement. Your non-payment of any shipping, storage, Container or service fees shall be considered a contractual breach immediately negating our responsibility and liability for damage to Contents or the Container. We shall have the right to terminate this Contents Protection Agreement at any time, in our sole discretion, upon providing you no less than 30 days advance written notice. Termination of this Contents Protection Agreement shall not terminate the Rental Agreement.

14. Other Terms. The terms and conditions of the Delivery Ticket and the Rental Agreement (including Governing Law/Jurisdiction/Waiver of Jury Trial) are incorporated into and form a part of this Contents Protection Agreement.



15. Our Obligations Insured: This document is not an insurance policy. Under this Contents Protection Agreement, we are not soliciting or selling insurance to you. We and you are agreeing that we shall buy insurance protecting the interests and liabilities of both us and you.

16. To Report Damages: To report damages, call the toll free number: 888-947-7974. A representative will be available to assist you between the hours of 8:00 am and 5:00 pm Eastern time. Otherwise, you will have the option of leaving a detailed message to which you can anticipate a response within 24 hours on business days.

17. CLASS ACTION WAIVER. CUSTOMER AND ZIPPY SHELL EACH AGREE THAT ANY PROCEEDING IN LITIGATION WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION. CUSTOMER AND ZIPPY SHELL AGREE TO WAIVE ANY RIGHT TO BRING OR TO PARTICIPATE IN SUCH AN ACTION IN COURT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, THE PARTIES RETAIN THE RIGHT TO PARTICIPATE IN A CLASS-WIDE SETTLEMENT.