

MYWAY PROTECTION PLAN (Addendum to MyWay Rental Agreement)

A Limited Assumption of Liability for Property Damage

This is not a contract of insurance and MyWay is not an insurance company.

1. Basic Service

MyWay provides you with a basic level of service pursuant to the terms and conditions of the rental agreement that you signed. Among other things the rental agreement states:

- a. Your property is stored at your sole risk of loss or damage.
- b. MyWay is not liable for loss of or damage to your stored property.
- c. Insurance for your property while it is on the premises is your responsibility.

2. Protection Plan- Limited Assumption of Liability by MyWay

In consideration of the payment of the additional rent per month as specified in the initial invoice, MyWay assumes liability for loss of or damage to Your property stored within the SafeBox(es) while it is in its Security Hub warehouse specified in the rental agreement you signed, up to an aggregate of \$5,000.00 per SafeBox for losses caused by the following:

- a. Fire, explosion or smoke.
- b. Theft, vandalism or malicious mischief, supported by evidence of breaking and entering.
- c. Roof leak or water damage. (Loss or damage caused by flood, surface water, underground water or water that backs up through or overflows from a sewer, drain or sump is not covered.)
- d. Windstorm that first causes damage to the building.
- e. Collapse of the building where your property is stored.
- f. Impact of aircraft or vehicles.
- g. Moths, insects, rodents or vermin up to \$500.

This limited assumption of liability is a modification to the waiver of liability in paragraph 7 of the rental agreement that it forms a part of.

MyWay has no liability for loss of or damage to Your stored property beyond that described in this addendum.

3. Liability Not Assumed by MyWay

MyWay will not pay for damage to Your stored property caused by the following:

- a. Flood, surface water, underground water or water that backs up through or overflows from a sewer, drain or sump.
- b. Mold, mildew or wet or dry rot.
- c. War or military action.
- d. Earthquake or volcanic eruption.
- e. Nuclear reaction, radiation or radioactive, biological or chemical contamination.
- f. Terrorism.
- g. Pressure waves.
- h. Prohibited items as described in paragraph 6 of the rental agreement
- i. Unknown or mysterious causes.

4. Property we will not pay to have repaired or replaced or pay for if lost or damaged:

- a. Money, cashiers checks, travelers checks, money orders, stamps, deeds, bills, or securities.
- b. Jewelry, watches, precious or semi-precious stones, furs, or clothing trimmed in fur.
- c. Animals.
- d. Stolen goods or contraband.
- e. Antiques and art.
- f. Prohibited items as described in paragraph 6 of the rental agreement.

5. Failure To Pay Rent

If rent is not received within ten (10) days of the due date, Your participation in the Protection Plan shall terminate and MyWay shall not be liable for loss of or damage to your stored property from any cause whatsoever. At MyWay's sole discretion, your participation in the Protection Plan may be reinstated upon payment of all rent and other charges due and owing.

6. The Amount MyWay Will Pay if There is a Loss

MyWay will pay the lesser of the actual amount you pay to repair the lost or damaged item(s) or to replace them with property of similar quality. In no event will MyWay pay more than \$5,000 per SafeBox.

7. The Rental Agreement

All terms and conditions of the rental agreement not specifically modified by this addendum are in effect and binding on the both MyWay and You.

NOTICE: This is not an insurance policy and MyWay is not an insurance company.

MyWay:

You:

By _____

By _____
