

RV PARK 'N' PROTECT TERMS & CONDITIONS

If your property is at a self-storage facility, recreational vehicle ("RV") resort, campground, RV park, or other parking structure, you ("Tenant") have been provided a basic level of protection with the purchase of our RV Park 'n' Protect (hereinafter "RVPARK") protection program pursuant to the Terms and Conditions of the Provider's Rental Agreement ("Rental Agreement"). The Rental Agreement states Tenant's property is stored at the Tenant's sole risk of loss or damage, the storage facility, RV resort, campground, RV park, or other parking structure. Owner/Operator is not liable for loss of, or damage to the Tenant's stored property. Tenant must insure or protect Tenant's property while it is on the premises.

For individuals who directly purchase ("DP Customer") coverage using the Recreational Vehicle or Vehicle Storage App ("RVPARK App"), you will be provided online Terms and Conditions for your protection plan purchase via the RVPARK App.

NOTICE TO TENANTS AND DP CUSTOMERS: Neither the Owner/Operator nor the leasing representative is an insurance agent. This is not an insurance policy; the Owner/Operator is not an insurance company. The Owner/Operator assumes the business risk on its own, but they may purchase a protection program to transfer part of or all the liability retained under this Agreement. This Agreement for protection provides coverage for the RV or Vehicle while in a secure area per the following limits and exclusions listed. This Agreement for protection also includes coverage for the contents both on a secured site and an off-site unsecured area with a required police report and evidence of forced entry. Unlocked vehicles with mysterious disappearance of contents are not eligible. Off-site coverage is only valid if the RV or Vehicle is on a recurring payment plan and is traveling or parked at a campsite, RV resort, or on private property (e.g., Walmart or Home Depot parking lot or a paid parking lot). Exceptions to this may be noted in the Rental Agreement (if applicable).

It is the Tenants and DP Customers ("Enrollees") responsibility to maintain and provide a list of inventory records and documentation. To make the process easier please visit BirdsEye Protection (birdseyeprotection.com) and upload all documentation you are able to provide. Enrollee documentation will be stored in this cloud-based repository at the time of submission and made available to the claims adjuster in the event of a claim submission.

1. LIMITED ASSUMPTION OF LIABILITY BY OWNER/OPERATOR:

TENANTS:

The Owner/Operator shall not require the release of liability for property damage as stated in the Rental Agreement. However, liability may be transferred for the Tenant's property up to the protection plan level amount purchased on the Rental Agreement. Thus, liability may be released to the Owner/Operator who in turn indemnifies the risk to RVPark. RVPARK is a supplement, not a replacement, for the Tenant's vehicle insurance for their stored property. 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.

FOR DP CUSTOMERS: that purchased the RVPARK Plan through the App, kiosks or other such means, in consideration of your RVPARK processed payment, the same limited assumption liability applies as noted above for Owner/Operator with Tenants.

FOR ENROLLEES: Valid loss or damage caused by, but not limited to, the following, shall be covered up to plan limits subject to the following terms and conditions:

- a) Vehicle collision with storage facility property/structure or stored property of another Tenant/DP Customer on facility premises.
- b) Fire, explosion, smoke.
- c) External damage to the vehicle resulting from a burglary or attempted burglary, vandalism, or malicious mischief (police report and proof of forced entry required).
- d) Loss or damage caused by you, the Enrollee, which impacts the use or ability of this facility to lease the space to other Enrollees-
- e) Content coverage (up to plan limit) for the replacement of stolen items from within the stored property on-site and off-site (police report and proof of forced entry required).
- f) Stolen vehicle parts permanently attached are eligible for replacement cost up to the purchased plan limit.
- g) Collapse of the building where your property is stored.
- h) Catastrophic loss is defined as five (5) or more stored property spaces affected by a single covered loss. *Any catastrophic loss will be evaluated and adjusted on a "fair market value" basis. This method will utilize the calculation of the value of your property based on the year, make, model, purchase value, quality, and condition utilizing the Enrollee's documentation and the Adjudicators' research. Documented records should include an inventory list, pictures, and receipts that convey the year,*

make, model, purchase value, quality, and condition for fair consideration. The protection plan limits on the signed RVPARK App or Rental Agreement will be the maximum amount the plan will fund for any covered, valid claim loss.

2. LIABILITY NOT ASSUMED BY OWNER (EXCLUSIONS):

The Owner/Operator will not pay for damage to Enrollee'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 Enrollee and/or Enrollee's guests when a reasonable person could have foreseen the consequence to the property.
- c) Illegal activity by the Enrollee and/or Enrollee's guests.
- d) Any unreported damages.
- e) Loss due to moths, insects, birds, rodents, or other vermin while on-site.
- f) Loss due to mold, mildew, or wet or dry rot.
- g) Faulty or improperly stored firearms, ammunition, stolen goods or contraband, explosives, flammables, and combustibles including but not limited to improperly maintained or stored lithium batteries, portable gasoline-filled containers, explosives, or other hazardous materials outside or inside of Enrollee's vehicle or secured unit.
- h) Death, personal injury, or liability to any person.
- i) Acts of God or natural disasters, including hail, tornadoes, earthquakes, and hurricanes.
- j) War or military action, terrorism, arson, riots, nuclear reaction, radiation or radioactive, biological, or chemical contamination.
- k) Loss or damage resulting from unknown or mysterious disappearance or theft without forcible and violent signs of entry into the locked vehicle or unit.
- l) Violations of any lease clause or lease RVPARK clause by the Enrollee and/or Enrollee's guests

3. FAILURE TO PAY RENT:

If the Tenant's rent or DP Customer's RVPARK App payment is not received on or before the due date, the RVPARK Plan coverage shall terminate immediately. Tenant or DP Customer shall be liable for any and all damage done from any cause after defaulting on payment. At the sole discretion of the plan administrator, Tenant's or DP Customer's participation in RVPARK may be reinstated upon payment of all rent and other charges due and owing.

4. THE AMOUNT RVPARK WILL PAY IF THERE IS A VALID LOSS:

For any single liability event and valid claim, RVPARK will pay the actual amount paid to repair the damaged property up to the plan limit selected. RVPARK may offer an agreed-upon payout instead of repairing or replacing. In no event will RVPARK pay more than the plan limit. The minimum charge for RVPARK is one (1) month and it will not be pro-rated.

5. THE RENTAL AGREEMENT:

- a) All Terms and Conditions of the Rental Agreement not explicitly modified by this RVPARK Plan are in effect and binding on both the Owner/Operator and Tenant. The Terms and Conditions are incorporated herein.
- b) The RVPARK Plan and its Terms and Conditions will be binding on Enrollees, their designated storage space, and their specifically described RV/Boat/Vehicle/Trailer associated with the Tenant's lease or RVPARK App. Parties not named nor related to the Enrollees are not covered.
- c) Any incidents/acts by Enrollee that are in violation of the Rental Agreement will be excluded from coverage under this Plan regardless of stated coverages above.

6. NOTIFICATION AND CLAIMS FILING TIME LIMITS:

Notice of loss and/or damage must be made to the Owner/Operator, Facility Manager or Claims Service Rep via RVPARK App Member Page at the time of loss or damage to the Tenant's or DP Customer's property or when discovered upon removing the property from the space, whichever is the soonest. **All claims must be submitted within thirty (30) days of discovery to be honored.** **A)** Tenants and DP Customers are to provide RV Park 'n' Protect Claims (hereafter "RVParkClaims") proof of ownership records and receipts that prove the loss(es) are Tenant's or DP Customer's owned property. **B)** For burglary claims, losses must be reported to the police with a visible sign of forced entry. Additionally, the Owner/Operator or the Facility Manager must verify visible signs of forced entry, and a copy of the police report must be obtained by the Tenant or DP Customer and provided to the Claims Administrator at RVParkClaims before the Tenant's or DP Customer's claim will be processed. **C)** Tenant or DP Customer is not to move, remove, or discard any items from

the space until the Claims Adjuster, Owner/Operator, or Facility Manager has given the approval to do so. **D)** Tenant or DP Customer is required to take photographs and/or video of the loss or damage in the space to be included with their claims report. **E)** Tenant or DP Customer agrees to cooperate with the Claims Adjuster when filing a claim in order to ensure timely settlement. Please visit RVParknProtectClaims.com for claims handling and instructions. **A toll-free number is provided on this site.**

7. 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 of notice of Dispute, 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. The 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 own 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 or DP Customer 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 (for DP Customers) or within thirty (30) days of the Tenant vacating the premises, whichever occurs first for the Tenant. 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 or DP Customer understands that Tenant or DP Customer 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. The Parties stipulate and agree that they have had sufficient time and opportunity to consider the implications of their decision to arbitrate and that this Agreement about arbitration represents a voluntary choice after due consideration of the consequences of entering into this Agreement. **IF THE OWNER CHOOSES ARBITRATION, THE TENANT OR DP CUSTOMER SHALL NOT HAVE THE RIGHT TO LITIGATE A CLAIM IN SMALL CLAIMS COURT OR TO HAVE A JURY TRIAL. THE TENANT (OR DP CUSTOMER) IS ALSO GIVING UP THEIR 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.

8. PARTICIPATION TERMINATION:

The Owner/Operator may cancel the RVPark Plan with a written thirty-day (30) notice to Tenant or DP Customer (unless terminated earlier due to non-payment of rent). The Terms and Conditions of RVPARK are subject to change at the option of the Administrator with thirty (30) days written notice. If changed, the Tenant or DP Customer may terminate RVPARK coverage on the effective date of the change.

9. CLAIM CONTACT:

RVParknProtectClaims.com. All required claim documentation must be completed and received by RVParkClaims Administrator within 30 days of discovery to process claims in a timely manner. You will be contacted up to 8 times to complete the process by our Claims Adjusters. If you don't respond, your claim will be closed. Please refer to RVParknProtecttc.com for the latest RV Park 'n' Protect Terms and Conditions.

RVPARK 8/1/2023