



## LOSS LIMITATION AND WAIVER PROGRAM (LLW)

The following is the Mobile Mini ("MMI") LLW Plan referenced in our rental contract Terms and Conditions. Please review them carefully.

### When has LLW been Purchased?

The Customer is not covered by the Loss Limitation Waiver unless it appears on the Prices and Terms document and Agreement. Unless the Customer provides to MMI at or prior to delivery of the Unit a certificate or evidence of insurance, naming MMI as an additional insured and loss payee, and evidencing property insurance at least equal to the replacement cost of the Unit and providing for notice to MMI in the event of cancellation or nonrenewal, Customer accepts this Loss Limitation and Waiver (LLW) and will be charged accordingly. The Customer cannot add the LLW after the initial Unit delivery without a MMI inspection of the Unit, documented in writing and signed by an authorized MMI employee. The Customer will be responsible for the cost of the inspection. If the Customer elects not to purchase the monthly LLW, or in the event the Customer is in default of the Lease Agreement (including being delinquent or past due on payments due to MMI, Inc.) then the Customer shall continue to be fully liable for the Unit as listed in the Terms and Conditions and the waivers listed herein shall not apply.

### LLW is not Insurance

**THE PURCHASE OF LLW IS NOT MANDATORY IF THE EXCEPTION LISTED ABOVE IS COMPLIED WITH. THE LLW IS A WAIVER OF SPECIFIC TERMS AND CONDITIONS AND IS NOT TO BE CONSIDERED AS INSURANCE COVERAGE.**

**THE LLW WAIVES THE LIABILITY OF CUSTOMER TO COMPANY, SUBJECT SPECIFICALLY TO THE HEREINAFTER LISTED LIMITATIONS, FOR LOSS AND DAMAGE TO THE UNIT FROM THEFT, BREAK-IN OR BREAK-IN ATTEMPT, FIRE, WINDSTORM (INCLUDING HURRICANES AND TORNADOES BUT SUBJECT IN ANY EVENT TO THE LIMITATIONS BELOW), EARTHQUAKE, AND FLOOD DAMAGE UP TO, BUT NOT TO EXCEED, THE TOTAL REPLACEMENT COST OF UNIT AND OPTIONAL UNIT AS LISTED ON THE PRICES AND TERMS DOCUMENT SUBJECT TO THE APPLICABLE DEDUCTIBLE.**

### Deductibles

**THERE IS NO DEDUCTIBLE ON STORAGE CONTAINER RENTALS, BUT THERE IS A \$1,000 DEDUCTIBLE PER OCCURRENCE ON ALL OTHER RENTALS.**

### Limitations on Certain Coverage

**LIABILITY OF CUSTOMER TO COMPANY FOR LOSS AND DAMAGE TO MODULAR OR PORTABLE OFFICES LOCATED WITHIN 150 MILES OF THE OCEAN DUE TO WINDSTORM AND FLOODING RESULTING THERE FROM (INCLUDING WITHOUT LIMITATION HURRICANES AND TORNADOES) IS EXPRESSLY EXCLUDED FROM, AND NOT WAIVED BY, THIS LLW. WAIVER OF WINDSTORM RELATED DAMAGE TO MODULAR OFFICES IS CONTINGENT UPON THE CUSTOMERS USE OF ADEQUATE TIE DOWNS AS RECOMMENDED BY MMI. NOTWITHSTANDING THE ABOVE, THE LLW DOES NOT WAIVE STEPS AND RAMPS ON THE UNIT OR PERSONAL PROPERTY, OTHER THAN THE UNIT, OR REAL PROPERTY, STORED CONTENTS OR ANY MATERIALS OF ANY KIND THEREIN, THEREON, OR NEARBY THE UNIT; NOR TO ANY LIABILITY FOR DEATH OR INJURY TO ANY PERSON NOR TO LIABILITY FOR DAMAGE TO ADJACENT PROPERTY OF ANY KIND; NOR TO ANY LOSS OR DAMAGE INVOLVING, DIRECTLY OR INDIRECTLY, THE CUSTOMER'S WILLFUL, RECKLESS, CARELESS OR NEGLIGENT USE OF THE UNIT; NOR TO CUSTOMER'S UNAUTHORIZED IMPROVEMENTS TO OR MODIFICATIONS OF OR ADDITIONS TO THE UNIT; NOR TO MYSTERIOUS DISAPPEARANCE, DAMAGE FROM GRAFFITI, OR OTHER PAINT CONTAMINATION OR PAINT DAMAGE BY ANY MEANS; NOR CUSTOMER'S FAILURE TO PROVIDE REASONABLE SECURITY TO OR PROTECTION OF THE UNIT; NOR CUSTOMER'S FAILURE TO LIMIT ADDITIONAL, CONTINUATION, OR MAGNIFICATION OF LOSS OR DAMAGE TO OR OF THE UNIT; NOR SHALL THIS WAIVER BE APPLICABLE TO OR LIMIT THE CUSTOMER'S LIABILITY TO COMPANY FOR ANY NON-WAIVED TERMS AND CONDITIONS OF THIS AGREEMENT.**

### Notification Obligations

**FOR THE LLW TO BE APPLICABLE, THE CUSTOMER MUST NOTIFY MMI WITH A DETAILED DESCRIPTION OF THE LOSS OR DAMAGES IN WRITING WITHIN 24 HOURS OF THE CUSTOMER'S FIRST KNOWLEDGE OF ANY LLW WAIVED LOSS OR DAMAGE TO THE UNIT, AND, ADDITIONALLY, ANY CUSTOMER LLW CLAIM FOR LOSS OR DAMAGE AS A RESULT OF ANY CRIME OR THEFT, BREAK-IN OR BREAK-IN ATTEMPT MUST BE ACCOMPANIED BY A VALID AND COMPLETE ORIGINAL POLICE REPORT DOCUMENTING THE VALIDITY OF THE CLAIM.**

Miscellaneous

Any waiver, allowance or credit for approved LLW shall not be considered to create for the Customer any ownership right or claim of any kind to the Unit. MMI, by granting of this LLW, is hereby subrogated to all of Customer's rights, title, interest and ownership of or to any claim of Customer against any other party to pay any liability waived by the LLW, and further Customer hereby assigns to Company all of its right, title and interest in and to any such claim. The obligation of Company to perform repairs or pickup the Unit shall be limited to not exceed 75 miles from any Company Off-Site Branch. Any costs beyond the 75 mile radius shall be chargeable to Customer. Customer does hereby grant to MMI Customer's Power of Attorney for the purpose of Company pursuing Customer's interest in any claim against any third parties or insurance carriers that may be additionally liable for any claim of damages to the Unit to either the Customer or MMI which Power of Attorney shall be deemed a Power of Attorney coupled with an interest which shall survive the death, disability, or dissolution of Customer. This LLW amends the Terms and Conditions of the Lease Agreement, and, in the event of any conflict with this LLW, the terms and provisions of this LLW shall prevail, provided however, that all the other terms and provisions of the Lease Agreement shall remain in full force and effect and fully applicable hereto. All terms defined in the Lease Agreement shall have the same meaning when used in this LLW unless otherwise expressly stated in the LLW or the Lease Agreement.