



DAMAGE WAIVER PROGRAM

Revised: September 29, 2017

1. **OPTIONAL DAMAGE WAIVER PROGRAM:** The Customer is not covered by the Damage Waiver Program unless it appears in the Rental Contract information section. Customer accepts this Damage Waiver Program and will be charged accordingly **unless the Customer provides to PROBOX evidence of insurance that covers the Unit(s) and names PROBOX as an additional insured and loss payee for at least the replacement value of each Unit stated in the Rental Contract information section.** The Customer cannot add the DAMAGE WAIVER after the initial Unit delivery without a PROBOX inspection of the Unit, documented in writing and signed by an authorized PROBOX employee. If the Customer elects not to purchase the DAMAGE WAIVER, or the Customer defaults on its obligations under the Rental Contract, including payment of rent and other charges, the Customer shall be fully liable to PROBOX for loss of or damage to the Unit(s) as provided by the Rental Contract.
2. **DAMAGE WAIVER IS OPTIONAL AND IS NOT A CONTRACT OF INSURANCE:** The purchase of Damage Waiver is optional provided that Customer provides evidence of insurance covering the Unit(s) as indicated above. When Customer purchases the Damage Waiver, PROBOX agrees, subject to the limitations listed below, to waive Customer's liability for loss of or damage to the leased Unit(s) regardless of fault. **DAMAGE WAIVER DOES NOT PROVIDE PROTECTION FOR LOSS OF OR DAMAGE TO THE CONTENTS OF THE LEASED UNIT(S).**
3. **CUSTOMER LIABILITY UNDER DAMAGE WAIVER:** Customers who rent storage containers and elect Damage Waiver will have no liability to PROBOX for loss of or damage to storage container(s) except as provided below. **The liability of Customers covered by Damage Waiver, who rent other types of property, including portable offices, shall be limited to \$1000 for each unit and for each occurrence causing loss or damage.**
4. **Limitations on Certain Coverage:**
 - a. Damage Waiver does not apply to portable offices that are located within 150 miles of the ocean and the loss of or damage to the portable office is caused by windstorm, flooding, wind driven rain, hurricanes or tornadoes.
 - b. Damage Waiver does not apply to steps or ramps provided with the unit(s).
 - c. Damage Waiver does not apply to any loss or damage caused directly or indirectly, by the customer's intentional, willful or reckless use of the Unit(s) nor to Customer's unauthorized improvements to or modifications of or additions to the Unit(s). It does not apply to the mysterious disappearance of the Unit(s); damage from graffiti, paint damage caused by any means; nor to Customer's failure to provide reasonable security for or protection of the Unit(s).

5. **CUSTOMER'S NOTIFICATION OBLIGATIONS:** Customer shall make all reasonable efforts to notify PROBOX of loss of or damage to the Unit(s) within 48 hours of the Customer's discovery of the loss. In addition, Customer must provide PROBOX with a police report when loss of or damage to the Unit(s) is the result of any crime such as theft, burglary or vandalism.

6. **MISCELLANEOUS:** The obligation of PROBOX to perform repairs or pick up the Unit(s) shall not exceed 75 miles from any PROBOX Branch. Any costs or additional expense incurred by PROBOX because the Unit(s) is beyond the 75 mile radius shall be chargeable to Customer. Customer shall cooperate with PROBOX in any legal action PROBOX takes against a third party who is responsible for the loss of or damage to the Unit(s). This Damage Waiver amends the Terms and Conditions of the Rental Contract and in the event of any conflict between the Rental Contract this Damage Waiver, the terms and provisions of this Damage Waiver shall prevail concerning the Customer's rights and obligations under Damage Waiver Program. All the other terms and provisions of the Rental Agreement are unchanged and shall remain in full force and effect.