



## DAMAGE WAIVER PROGRAM ADDENDUM – EXCLUDING GRAFFITI COVERAGE

Revised: May 15, 2025

### DAMAGE WAIVER PROGRAM – EXCLUDING GRAFFITI COVERAGE:

Customers may elect to participate in the Pro Box Portable Storage Damage Waiver **excluding graffiti coverage** ("Damage Waiver") by accepting its terms and paying the additional recurring fee labeled "**Damage Waiver – Excluding Graffiti Coverage**" on the Rental Contract, billed every twenty-eight (28) days.

If the Rental Contract or invoice refers to the Damage Waiver simply as "Damage Waiver" without specifying "Including Graffiti Coverage," then graffiti damage is **not** covered under the Damage Waiver Program.

Payment of this fee constitutes the Customer's acknowledgment and acceptance of participation in the Damage Waiver Program. If the fee is not paid or is removed from future invoices, the Customer is no longer covered under the Damage Waiver Program. Refer to the Coverage Termination section for details.

This program provides a limited waiver of specific provisions of the Rental Contract related to the Customer's obligation to insure the rented Unit(s). **It is not insurance** and does not cover third-party liability or any loss of or damage to the contents stored within the Unit(s).

This Damage Waiver does **not** apply to any loss of or damage to personal property, tools, inventory, or other items stored inside the Unit(s). Customers must insure the contents of the Unit(s) and are responsible for any related liabilities.

Participation in the Damage Waiver Program waives the requirement for the Customer to provide separate property insurance for the Unit(s), subject to the exclusions and limitations outlined below.

### COVERED DAMAGE EVENTS:

If the Damage Waiver is elected and the applicable recurring fee is paid, PROBOX will waive Customer's liability for physical damage to or loss of the Unit(s), up to the full replacement cost per Unit per occurrence, for the following causes subject to all exclusions and reporting requirements below:

- Fire
- Vandalism (only with a police report filed within 24 hours)
- Break-in Attempt (Physical damage to the Unit, door, or locking mechanism resulting from a documented unlawful entry attempt)
- Natural disasters, including wind, flooding, lightning, and fallen trees

## **EXCLUSIONS – DAMAGE WAIVER DOES NOT APPLY TO:**

- 1. Graffiti damage is excluded, regardless of cause or reporting.**
2. Damage to or loss of Customer's personal property or contents
3. Units that are lease-to-own or third party managed
4. Theft of Unit(s) after unit is called off rent and when unit is picked up by PROBOX (regardless of cause or reporting)
5. Failure to mitigate additional loss or damage or to provide reasonable security or protection for the Unit(s)
6. Misuse, abuse, or excessive wear and tear
7. Abandonment or negligence by Customer, its agents, or guests
8. Unauthorized modifications, improvements, or attachments to the Unit(s)
9. Damage or loss due to contamination by hazardous materials as defined in the Rental Contract
10. Damage at Customer's location or relocation caused by Customer or anyone acting on Customer's behalf
11. Portable offices that are located within 150 miles of the ocean and the damage to the portable office is caused by windstorm, flooding, wind driven rain, hurricanes or tornadoes.
12. PROBOX's obligation to perform repairs is limited to locations within a 75-mile radius of any PROBOX branch. If the Unit(s) is located beyond this distance, Customer shall be responsible for any additional costs PROBOX incurs to provide service.

## **DEDUCTIBLE:**

A deductible of \$1,000 applies to each covered loss involving a portable office. However, no deductible shall apply if the covered damage is caused by break-in attempt, as defined under the Covered Damage Events section. There is no deductible for container claims.

## **CLAIM REPORTING REQUIREMENTS - GENERAL:**

Customer must notify PROBOX in writing within 24 hours of discovering any loss or damage. For incidents involving vandalism, theft, or other criminal acts, Customer must provide PROBOX a copy of the filed police report within 24 hours. To provide written notice and a police report (if applicable) within the required time frame may result in denial of Damage Waiver coverage.

Failure to report in a timely manner may void Damage Waiver protection.

## **COVERAGE TERMINATION:**

Damage Waiver coverage is immediately terminated if:

- Customer provides a Certificate of Insurance (COI) acceptable to PROBOX and the Damage Waiver fee is removed from future invoices. Coverage under the Damage Waiver Program will immediately terminate, and the Customer will be solely responsible for insuring the Unit(s) thereafter.
- Customer becomes delinquent in any rental or Damage Waiver payment, or
- The Rental Agreement is terminated or expires

## **MID-TERM ENROLLMENT:**

Damage Waiver may not be added after delivery of the Unit(s) unless:

- PROBOX agrees in writing,
- Customer pays for a site inspection, and
- A PROBOX representative inspects the Unit and confirms eligibility in writing

**CUSTOMER COOPERATION:**

Customer agrees to fully cooperate with PROBOX in any investigation or legal action related to damage or loss and shall provide all requested documentation and information promptly. Customer's failure to cooperate fully may result in the suspension or denial of Damage Waiver protection.