



LOSS LIMITATION AND WAIVER PROGRAM (LLW)

Mobile Mini Storage Solutions and Mobile Mini Tank + Pump Solutions

The following is the Mobile Mini LLW Plan referenced in our rental contract Terms and Conditions. This plan applies to products rented from Mobile Mini, Inc. d/b/a Mobile Mini Storage Solutions and its subsidiaries Evergreen Tank Solutions, Inc. and Water Movers, Inc. together d/b/a Mobile Mini Tank + Pump Solutions. We refer to Mobile Mini Storage Solutions and Mobile Mini Tank + Pump Solutions together as "Mobile Mini". Please review carefully and note there are different coverages and exclusions for various types of equipment.

When has LLW been Purchased?

The Customer is not covered by the LLW unless it appears on the Prices and Terms document and Agreement.

Unless the Customer provides to Mobile Mini at or prior to delivery of the equipment a certificate or evidence of insurance, naming Mobile Mini as an additional insured and loss payee, and evidencing property insurance at least equal to the replacement cost of the equipment and providing for notice to Mobile Mini 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 equipment delivery without a Mobile Mini inspection of the equipment, documented in writing and signed by an authorized Mobile Mini 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 Mobile Mini) then the Customer shall continue to be fully liable for the equipment 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.

Deductibles

There is no deductible on storage container or office rentals. All products rented from Mobile Mini Tank + Pump Solutions have a deductible of \$1,000 with maximum coverage up to \$50,000.

Limitations on Certain Coverage for Products Rented from Mobile Mini Storage Solutions

Liability of customer to company for loss and damage to personal property, other than the equipment, or real property, stored contents or any materials of any kind therein, thereon, or nearby the equipment; 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 equipment; nor to customer's unauthorized improvements to or modifications of or additions to the equipment; 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 equipment; nor customer's failure to limit additional, continuation, or magnification of loss or damage to or of the equipment; 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.

Limitations on Certain Coverage for Products Rented from Mobile Mini Tank + Pump Solutions

Liability of customer to company for loss and damage to Equipment exceeding replacement value of \$50,000, resulting from overloading or exceeding the rated capacity of the Equipment, damage to tires or tubes caused by blow, bruises, cuts, road hazards, or other causes inherent in the use of Equipment, loss or damage resulting from improper fuel, lack of lubrication or other normal servicing of Equipment, use of the Equipment in violation of any terms of this agreement. Notwithstanding the above, the LLW does not waive, other than the Equipment, or real property, any materials of any kind therein, thereon, or nearby the Equipment; 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 Equipment; nor to customer's unauthorized improvements to or modifications of or additions to the Equipment; nor to mysterious disappearance; nor customer's failure to provide reasonable security to or protection of the Equipment; nor customer's failure to limit additional, continuation, or magnification of loss or damage to or of the Equipment; 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 Mobile Mini 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 equipment, 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 Equipment. Mobile Mini, 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. Customer does hereby grant to Mobile Mini 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 Equipment to either the Customer or Mobile Mini 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.

Terms Applying to Mobile Mini Storage Solutions Only

The LLW waives the liability of customer to company, subject specifically to the hereinafter listed limitations, for loss and damage to the equipment 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 equipment.

Terms Applying to Mobile Mini Tank + Pump Solutions Only

The LLW waives the liability of customer to company, subject specifically to the hereinafter listed limitations, for loss and damage to the Equipment from theft, fire, hurricanes, flood, and vandalism damage up to, but not to exceed, \$50,000 and optional Equipment as listed on the prices and terms document subject to the applicable deductible.