

## **RENTER'S DAMAGE WAIVER AGREEMENT**

### **PLAN TERMS AND CONDITIONS**

**Important Disclosures:** The following information concerning this damage waiver agreement plan (the "Plan") is *very important*. Please read all of the following disclosures, and if you have any questions or concerns, or if you do not understand the disclosures, do not enter into this agreement and contact your property management representative.

- A. This Plan is Optional: The primary purpose of your lease agreement is to lease you the use of the residential property, and it is *not* to provide you with this damage waiver agreement or benefits. Your lease agreement requires you to either obtain insurance or enter into this damage waiver agreement. *Entering into this Plan instead of obtaining insurance is entirely optional*. While you are a tenant, you must have in place at all times either renter's insurance or this Plan. *If you fail to have either insurance or this Plan in place, you will be in breach of your lease and subject to lease termination*.
- B. Either You or We Can Terminate the Plan at Any Time: In your sole discretion and for any reason, you can quit participation in the Plan at any time by providing written notice to us as described by the Plan. In that event, however, to remain a tenant, you must obtain the required insurance. Likewise, we can choose in our sole discretion and for any reason to terminate the Plan, but we will provide you with notice as provided by the Plan, giving you time to obtain the required insurance.
- C. Automatic Enrollment for Lapsed Insurance: *If you decide to maintain renter's insurance instead of this Plan, but then you fail to obtain or keep your renter's insurance in place, you will be in breach of your lease and subject to lease termination*. If you choose, we will automatically enroll you into the Plan in the event your insurance coverage lapses so that you would not be in breach of the lease after your insurance expires.
- D. This Plan is Not Insurance: This Plan is **not** insurance, and it does not cover the same risks as renter's insurance covers. This Plan is also not priced like renter's insurance. Renter's insurance will typically cover more and broader risks, such as potentially insuring you for liability and property damage risks outside your residential premises. This Plan, however, is essentially limited to compensating you for certain liability and property damage risks that occur on or related to your rented premises, and/or related to the residential lease agreement.
- E. You Must Pay for This Plan: To receive any benefits from the Plan, you must pay a fee as set forth in the Plan Terms Summary below. The Plan is not effective unless the fee is timely paid and kept current. We will assess the Plan's fees, and you will pay the Plan's fees, at the same time and in a similar manner as you pay your rental charges.
- F. Reporting and Time Requirements: To obtain benefits under the Plan, you must timely report a **Loss** and/or **Occurrence** and request those benefits. Except as may be otherwise provided by the Plan, the property damage benefits afforded under this

Plan are limited to only those **Incidents** that are first reported in writing to Utopia Management during the **Plan Period**, and no later than sixty (60) days after the **Termination Date** as defined in the Plan (or any other earlier termination date). Except as may be otherwise provided in the Plan, the liability waiver benefits afforded under this Plan are limited to only those **Occurrences** that take place during the **Plan Period**. There will be no benefits paid pursuant to this Plan for, **Loss, Incidents** and/or **Occurrences** that take place prior to the **Inception Date** of the Plan (or the original inception of benefits, if the plan has been continuously maintained or renewed), or after the **Termination Date**.

- G. Important to Read and Understand the Plan: This Plan contains restrictions and limitations. This Plan consists of these Disclosures, the Plan Terms Summary, and the Plan's descriptions of benefits, stated exclusions, definitions, and conditions. It is very important that you carefully review the entire Plan to understand the parties' rights and duties, and what is and is not covered under the Plan. ***PLEASE REVIEW THIS PLAN CAREFULLY BEFORE YOU PURCHASE IT, AND IF YOU NEED, DISCUSS THE BENEFITS AND LIMITATIONS WITH YOUR LEGAL AND/OR FINANCIAL ADVISOR.***
- H. Important Definitions: Words and phrases that appear in **Bold** (other than outlines and headings) have special meaning. Please refer to the Definitions section of this Plan.

## **PLAN TERMS SUMMARY**

**Plan Provided By:** Utopia Management  
4617 Ruffner Street  
San Diego, CA 92111-2285  
Telephone: 858-598-1111

**Named Tenant:**

**Residence Premises:**

### **PROTECTION PLAN PERIOD:**

- A. **Inception Date:** (Insert Date, or The Date as defined by paragraph VII. (M)).
- B. **Termination Date:** (Insert Date, or The Date as defined by paragraph VII. (FF)).

## **BENEFITS LIMITS AND TENANT CONTRIBUTION REQUIREMENTS**

### **A. PROTECTION PLAN “A”, TENANT PROPERTY DAMAGE:**

- 1. **Per Incident Limits:**
  - a. \$1,000 for Bedbug **Incidents**
  - b. \$1,000 for Mold, Fungi, and Bacteria **Incidents**
  - c. \$2,500 for All Other Risks, Damage, and Benefits;
- 2. **Aggregate Plan Period Limits:**
  - a. \$ 2500 for Bedbug Incidents
  - b. \$ 2500 for Mold, Fungi, and Bacteria **Incidents**;
  - c. \$2500 for All Other Risks, Damage, and Benefits;
- 3. **Required Tenant Contributions**
  - a. \$250 for Bedbug **Incidents**
  - b. \$250 for Mold, Fungi, and Bacteria **Incidents**
  - c. \$500 for Burglary **Incidents**
  - d. \$ 0 for All Other Risks, Damage, and Benefits

### **B. PROTECTION PLAN “B”, TENANT LOSS OF USE OF RESIDENCE PREMEISES**

- 1. **Per Incident Limit:** \$100 per day up to \$3,000 per Incident
- 2. **Aggregate Plan Period Limits:** \$3000
- 3. **Required Tenant Contribution:** None

**C. PROTECTION PLAN “C”, TENANT PERSONAL LIABILITY WAIVER**

1. **Per Incident Limit:** \$2500
2. **Aggregate Plan Period Limits:** \$2500
3. **Required Tenant Contribution:** None

**PLAN MONTHLY FEE:** \$ 13.50

## **RENTER'S DAMAGE WAIVER AGREEMENT - TERMS AND CONDITIONS**

Throughout this Plan the words "you" and "your" refers to the **Contracting Tenant**. The words "we", "us", "our", "A Company" and "A Plan Provider" refer to Utopia Management as the provider of this Plan.

In consideration of the payment of the monthly fee and in reliance upon the statements made to the Company, and subject to the **Limit(s) of Liability**, exclusions, conditions and all other terms of this Plan, the Company agrees with the **Contracting Tenant** as follows:

### **I. PROTECTION PLANS AND COVERAGES**

A. **PROTECTION PLAN "A" - TENANT PROPERTY DAMAGE**: Subject to the **Limit(s) of Liability** and **Required Tenant Contribution** provisions listed in the **Plan Terms Summary**, and subject to stated exclusions, we will pay for sums incurred by the **Contracting Tenant** to repair or replace (whichever is less) the **Contracting Tenant's** personal property damaged by an **Incident** during the **Plan Period**, but only as follows:

1. **Property Damage** to personal property belonging to a **Contracting Tenant** (but not including **Loss of Use**), but only if:
  - a. The personal property was on or in the **Residence Premises** at the time of the **Loss**; and
  - b. The **Property Damage** was caused by **Covered Property Perils**.
2. **Property Damage** to personal property belonging to a **Contracting Tenant** (but not including **Loss of Use**), caused by mold, mildew or other fungi, but only if:
  - a. The personal property was on or in the **Residence Premises** at the time of the **Loss**; and
  - b. The **Property Damage** was caused by an occurrence of mold, mildew or other fungi, provided the occurrence of mold, mildew or other fungi:
    - (1) was the direct result of an **Incident**; and
    - (2) was discovered and reported to Us during the **Plan Period**;
3. **Exclusions Particular to Protection Plan AA@ Property Damage**: We will not pay benefits or compensation from any **Incident** caused directly or indirectly by any of the following, benefits for which are expressly excluded regardless of any other cause or event contributing concurrently or in any sequence to the **Incident**, even if the other cause or event is the type that is otherwise covered by this Plan. These exclusions apply whether or not the **Incident** results in widespread damage or affects a substantial area.
  - a. **Any Property Damage**:
    - (1) incurred by a **Contracting Tenant** before a rental agreement with that **Contracting Tenant** is executed or effective, or after a rental agreement with the **Contracting Tenant** expires or is terminated for any reason;

- (2) by a **Contracting Tenant** resulting from any perils other than those identified in this Plan;
- b. **Pet Damage;**
- c. **Specifically Excluded Property:** Under this coverage, we specifically do not cover any **Property Damage** to or attributable to the following types of property:
  - (1) Property, damage to which is insured by any insurance policy, regardless of the limit for which the property is insured;
  - (2) Animals, birds or fish;
  - (3) **Excluded Vehicle(s)**, including **Aircraft, Hovercraft, Motor Vehicle**, and/or **Watercraft**, and including without limitation any and all of their equipment or parts;
  - (4) Property of roomers, boarders and other tenants, except property of members of a **Contracting Tenant's** family who reside in the **Residence Premises** at the time of the **Loss**;
  - (5) Property in an apartment regularly rented or held for rental to others by a **Contracting Tenant**;
  - (6) Property rented or held for rental to others that is not kept on the **Residence Premises**;
  - (7) **Business** data, including such data stored in:
    - (a) Books of account, drawings or other substantially similar records, whether kept on paper, electronically, or otherwise; or
    - (b) Computers and related equipment;
  - (8) Blank recording or storage media and prerecorded computer programs available on the retail market;
  - (9) Credit cards, gift cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds;
  - (10) Jewels, precious metals, and jewelry, including without limitation their pieces, components, and parts;
  - (11) Cash or cash equivalents, such as paper money, money orders, travelers' checks, personal checks, and cashier's checks;
  - (12) Fine art and artwork, including without limitation its pieces, components, and parts;
- d. **Ordinance Or Law,** which applies whether or not the property has been physically damaged, which means any **Incident** or **Property Damage** caused by any ordinance or law:
  - (1) Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris.
  - (2) The requirements of which result in a loss in value to property; or

- (3) Requiring any **Contracting Tenant** or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **Pollutants**.

e. **Property Damage caused by Earth Movement:**

- (1) Excluded earth movement includes and means:
  - (a) Earthquake, including without limitation land shock waves or tremors before, during or after a larger earthquake and/or volcanic eruption;
  - (b) Landslide, mudslide or mudflow;
  - (c) Soil subsidence or sinkhole; or
  - (d) Any other earth or soil movement including earth sinking, rising or shifting.
- (2) This Earth Movement exclusion applies regardless of what causes it, whether any of the above is caused by an act of nature, humans, or otherwise.
- (3) Direct **Property Damage** caused by fire, explosion or theft resulting from any of the above, however, is covered.

f. **Property Damage caused by Water.**

- (1) **Property Damage** caused by water in any or all of the following circumstances is excluded:
  - (a) Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
  - (b) Water which:
    - i) Backs up from or through sewers or drains, including without limitation water which cannot drain through a clogged pipe, sewer or drain; or
    - ii) Overflow or discharge from a sump, sump pump or related equipment, whether located on or off the **Residence Premises;**
  - (c) Rainwater;
  - (d) Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
  - (e) Waterborne material carried or otherwise moved by any of the water referred to in this exclusion.

- (2) This water exclusion applies regardless of what causes it, whether any of the above is caused by an act of nature, humans, or otherwise.
  - (3) This water exclusion applies to, without limitation, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.
  - (4) Direct loss by fire, explosion or theft resulting from any of the above, in 1.a. through 1.e., is covered.
- g. **Property Damage Otherwise Covered by Insurance:** Any portions of **Property Damage** which is recoverable from insurance policies or insurers;
  - h. **Power Failure,** which means the failure of power or other utility service if the failure takes place off the **Residence Premises**. But if the failure results in a **Loss** from a **Covered Property Perils** on the **Residence Premises**, we will pay for the **Property Damage** caused by that peril.
  - i. **Neglect,** which means the neglect of a **Contracting Tenant** to use all reasonable means to save and preserve the property before, at the time of, and/or after the time of the **Incident**.
  - j. **Intentional Loss,** which means any **Property Damage** arising out of any act a **Contracting Tenant** commits or conspires to commit with the intent to cause **Property Damage**. In the event of such **Property Damage**, no **Contracting Tenant** is entitled to benefits under this Plan, including **Contracting Tenants** who did not commit or conspire to commit the act causing the **Property Damage**.
  - k. **Governmental Action,** which means the destruction, confiscation or seizure of property by order of any governmental or public authority. This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this Plan.
  - l. **Bodily Injury:** Nothing in this Plan or this particular Protection Plan “A” is meant to provide benefits to anyone, including a **Contracting Tenant**, for **Bodily Injury**.

**B. PROTECTION PLAN “B@ - TENANT LOSS OF USE OF RESIDENCE**

**PREMISES:** Subject to the **Limit(s) of Liability** and **Required Tenant Contribution** provisions listed in the **Plan Terms Summary**, and subject to stated exclusions, we will pay the **Contracting Tenant** for **Loss of Use** of the **Residence Premises** during the **Plan Period** due to the **Residence Premises** becoming uninhabitable for any reason, but only as follows:

- 1. These benefits for the **Loss of Use** of the **Residence Premises** are limited to the



payment of \$100 per day, and for no more than 30 days.

2. These benefits for the **Loss of Use** of the **Residence Premises** begin on the day the **Contracting Tenant** moves out of the **Residence Premises** with the intent to move back to the **Residence Premises** after the completion of repairs and/or renovations. There are no benefits paid for **Loss of Use** if the **Contracting Tenant** moves out of the **Residence Premises** with no intent to move back into the **Residence Premises**.
3. These benefits for the **Loss of Use** of the **Residence Premises** end immediately upon the earliest occurrence of the following:
  - a. 30 days after the **Loss of Use** begins;
  - b. The effective date of the termination of the **Contracting Tenant's** lease of the **Residence Premises**, no matter how or why that lease is terminated, or who terminates it
  - c. The day the **Contracting Tenant** decides that they are not going to move back to the **Residence Premises** after it becomes fit to live in; or
  - d. Five days after the **Contracting Tenant** is notified that the **Residence Premises** has become fit to live in.
4. In no event shall our payment of benefits for the **Loss of Use** of the **Residence Premises** exceed the **Limit(s) of Liability** as defined in this Plan and shown on your **Plan Terms Summary**.
5. These benefits for the **Loss of Use** of the **Residence Premises** do not under any circumstances include any compensation or benefits paid for **Bodily Injury**, lost income, lost earnings, or increased business costs.
6. These benefits for the **Loss of Use** of the **Residence Premises** do not ever include any benefits or compensation for damages and/or **Loss of Use** caused by the cancellation or termination of a lease or rental agreement, or due to an eviction or unlawful detainer.
7. These benefits for the **Loss of Use** of the **Residence Premises** do not ever include any benefits or compensation for the **Loss of Use** of: any other residence or premises other than the **Residence Premises**; or any other real property; or any personal property.
8. These benefits for the **Loss of Use** of the **Residence Premises** do not include any benefits or compensation paid for such **Loss of Use** caused by a civil authority prohibiting use of the **Residence Premises** due to damage or conditions of neighboring property, but not to the **Residence Premises** itself, such as, without limitation, due to natural disasters, pollution, environmental disasters, war, and/or insurrection.

- C. **PROTECTION PLAN "C@- TENANT PERSONAL LIABILITY WAIVER**: Subject to the **Limit(s) of Liability** and **Required Tenant Contribution** provisions listed in the **Plan Terms Summary**, and subject to the stated coverage exclusions, we will waive the

**Contracting Tenant's** personal liability for **Property Damage** to the **Residence Premises** for which the **Contracting Tenant** is financially responsible due to an **Occurrence**, but only when the **Property Damage** was caused by **Covered Property Perils** and only as follows:

1. This waiver only waives **Contracting Tenant's** liability to the property owner and Company and does not waive any liability as to any third parties, whether for damage to the **Residence Premises** or otherwise.
2. This waiver only applies to accidental damage caused by **Contracting Tenant's** negligent acts or omissions, and it does not apply to waive any damages caused by the Contracting Tenant's reckless, deliberate, or intentional acts or omissions.
3. This liability waiver applies only to **Property Damage**, and under no circumstances applies to liability for any other type of damage, including without limitation **Bodily Injury**.
4. This liability waiver is a waiver only, and nothing in this agreement obligates Company to defend or indemnify the **Contracting Tenant** or anyone else, including without limitation for any **Incident, Occurrence** or **Loss**.
5. This waiver applies only to **Property Damage** to the **Residence Premises**, and it does *not* apply to liability for damage to any other residence, real property, or personal property, including without limitation any other real or personal property rented or leased to, occupied by, used by, or in the care of a **Contracting Tenant**.
6. This liability waiver does not apply to any real or personal property owned by a **Contracting Tenant**.
7. Protection Plan "C" Benefits Limits:
  - a. This liability waiver applies up to the **Limit(s) of Liability** only, and any liability in excess of that limit is not waived and remains subject to the terms of the rental agreement and/or applicable law.
  - b. The **Limit(s) of Liability** is the same per **Occurrence**, regardless of the number of **Contracting Tenants**, or the number of claims made or persons injured.
  - c. All Property Damage resulting from any one **Occurrence** or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one **Occurrence**.
  - d. The liability waiver under this portion of the Plan applies separately to each **Contracting Tenant** which will not increase our **Limit(s) of Liability** for any one **Occurrence**.

- D. ADDITIONAL EXCLUSIONS AS TO ALL BENEFITS AND PLANS: We will not provide any benefits under this Plan (whether under Protection Plan AA@ for Tenant Property Damage; Protection Plan “B” for Loss of Use; or for Protection Plan AC@ for Tenant Personal Liability) attributable to an event, **Incident**, or **Occurrence** as described below, or caused directly or indirectly by any of the following for which benefits are expressly excluded regardless of any other cause or event contributing concurrently or in any sequence. These exclusions apply whether or not the event, **Occurrence**, and/or **Incident** results in widespread damage or affects a substantial area.

This Plan does not cover **Incidents** or **Occurrences** or damages (including without limitation medical payments, medical expenses, **Bodily Injury** or **Property Damage**) directly or indirectly caused by, arising from, or in connection with the following:

1. **Excluded Vehicle Exclusion:** an **Excluded Vehicle**, including without limitation for **Excluded Vehicle Liability**.
2. **Expected Or Intended Injury Exclusion:** damage, **Incidents**, **Occurrences**, and/or **Property Damage** which is/are expected or intended by a **Contracting Tenant**, even if the resulting claim and/or damage:
  - a. Is of a different kind, quality or degree than initially expected or intended;  
or
  - b. Is sustained by a different person, entity or property than initially expected or intended.
3. **Business Activities Exclusion:**
  - a. any **Business** activities engaged in or by a **Contracting Tenant**, whether or not the Business is owned or operated by a **Contracting Tenant** or employs any **Contracting Tenant**.
  - b. This **Business** Activities Exclusion includes, without limitation, an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the **Business**.
  - c. This **Business** Activities Exclusion includes, without limitation, exclusion for a **Contracting Tenant=s Product** and/or a **Contracting Tenant=s Work**.
4. **Professional Services Exclusion:** the rendering of or failure to render any professional services.
5. **Real Property Exclusion:** real property which a **Contracting Tenant** owns or which a **Contracting Tenant** rents or leases to others.
6. **War, Terrorism, and Riots Exclusion:** war, terrorism, riots, and protests, including without limitation the following and any consequence of any of the following:

- a. Declared or undeclared war, civil war, insurrection, rebellion or revolution;
  - b. Warlike act by a military force or military personnel;
  - c. Destruction, seizure or use for a military purpose;
  - d. Acts of terrorism; and/or
  - e. Discharge of a nuclear weapon, even if accidental;
7. Communicable Disease Exclusion: the transmission of a communicable disease, whether by a **Contracting Tenant** or others.
8. Vandalism Exclusion: acts of vandalism, including without limitation such acts to the **Residence Premises** and the **Contracting Tenant's** real or personal property.
9. Abuse Exclusion: sexual molestation, corporal punishment, physical abuse, mental abuse, emotional abuse, and/or sexual abuse.
10. Controlled Substance Exclusion: the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug laws and/or regulations (including without limitation at 21 U.S.C.A. Sections 811 and 812). Controlled Substances include, without limitation, cocaine, LSD, marijuana, opioids, and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional.
11. Statutory and Regulatory Penalties Exclusion: fines, penalties, punitive damages, exemplary damages or multiplied damages, or other matters where deemed uninsurable under applicable law.
12. Insurance Exclusion and Excess Coverage: such damage, **Property Damage, Occurrences, Incidents**, and/or liability which is insured by, or would be insured by but for the existence of this Plan, insurance or an insurance policy, except in which event this Plan covers such **Loss** in excess beyond the amount which would have been payable under such insurance had this Plan not been in effect.
13. Conspiracy Exclusion: any matter which a **Contracting Tenant** has conspired with another person, company, or other entity to institute or have instituted.
14. Suits Between the Company and Contracting Tenant(s) Exclusion: Other than as specifically excepted below, any **Suit** between the Company and any **Contracting Tenant(s)**, no matter which is a plaintiff, defendant, cross-complaint, and/or cross-defendant, including without limitation (such a **Suit** between the Company and one **Contracting Tenant**, but not another; and such a **Suit** between only **Contracting Tenants**). This exclusion does not include any claims under Protection Plan AC@ for Tenant Personal Liability, but even then, only up to the **Limit(s) of Liability** for such a Plan "C" claim.

15. Fraud Exclusion: dishonest, fraudulent, criminal, or malicious acts or intentional violation of the law by a **Contracting Tenant**, whether acting alone or in collusion with others.

**V. LIMITS OF COMPANY=s LIABILITY AS TO ALL COVERAGES**

- A. The benefits due under this Plan for each single **Incident** will not be more than the **Limit(s) of Liability** applicable to that type of **Incident** shown for each coverage in the **Plan Terms Summary**, including without limitation the **Per Incident Limit**.
- B. The benefits due under this Plan for each single **Occurrence** will not be more than the **Limit(s) of Liability** applicable to that type of **Occurrence** shown for each coverage in the **Plan Terms Summary**, including without limitation the **Per Incident Limit**.
- C. The benefits due under this Plan for each type of Protection Plan (AA@, “B@, and AC@) for one or more covered **Incidents** or **Occurrences** will not be more than the **Aggregate Plan Period Limits** shown for each Benefits Plan in the **Plan Terms Summary**.
- D. This insurance applies separately to each **Contracting Tenant** which will not increase the limits of benefits payable for any one **Incident** or **Occurrence**. These benefits limits apply regardless of the number of **Contracting Tenants**, or the number of benefits claimed, or the number of **Incidents** or **Occurrences**.
- E. All **Loss** (including without limitation medical payments, **Medical Expenses**, **Bodily injury** and **Property Damage**) resulting from any one **Occurrence** or **Incident** or from continuous or repeated exposure to substantially the same general harmful conditions, shall be considered to be the result of one **Incident** or **Occurrence**.

**VI. DEFINITIONS**: The following terms, if used in this Plan, have the following definitions. Not all these terms are necessarily used in the Plan.

- A. **Aggregate Plan Period Limit** means the maximum benefits to be paid for **Loss** arising from all **Occurrences** and/or **Incidents** occurring during the **Plan Period** and shall not exceed the amount under **Aggregate Plan Period Limit** as set forth in the **Plan Terms Summary**, regardless of the number of **Contracting Tenants** in the **Plan Terms Summary**.
- B. **Aircraft** means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo.
- C. **Bodily injury** means physical injury, sickness, shock, mental anguish, disability or disease sustained by a person, including death resulting from any of these at any time.
- D. **Business** means:
1. A venture, occupation, trade, or profession, whether engaged on a full-time, part-time, periodic, or occasional basis, and whether for profit or not; or

2. Providing goods, services, and/or activities to others in exchange for money or other compensation, except the following:
    - a. Volunteer activities for which no money or other compensation is received other than reimbursement for expenses incurred while performing the activity;
    - b. Providing home day care services to a relative of a **Contracting Tenant** for which no money or compensation is received, other than the mutual exchange of such services;
- E. **Contracting Tenant** means a **Named Tenant** who is a tenant of Utopia Management, Utopia Management's client property owner, and/or other lessor of the **Residence Premises** who was, at the time of the **Date of Loss**, both:
1. A party to an in-effect, non-cancelled, non-terminated, written, executed rental agreement for the **Residence Premises**, and
  2. A party to this in-effect, non-cancelled, non-terminated, written, executed Damage Waiver Agreement.
- F. **Contracting Tenant=s Product** means:
1. Any goods or products, other than real property, manufactured, sold, marketed, distributed or disposed of by:
    - a. a **Contracting Tenant**;
    - b. others trading under the **Contracting Tenant=s** name; or
    - c. a person or organization whose business or assets the **Contracting Tenant** has acquired; and
  2. Containers (other than **Excluded Vehicles**), materials, parts or equipment furnished in connection with such goods or products described in part (a), above, including without limitation:
    - a. warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of the **Contracting Tenant's Product**; and
    - b. the providing of or failure to provide warnings or instructions.
  3. **Contracting Tenant=s Product** does not include **Excluded Vehicles**, vending machines, or any property rented to or located for the use of others but not sold.
- G. **Contracting Tenant=s Work** means:
1. Work or operations performed by the **Contracting Tenant**, including such work or operations performed on their behalf; and
  2. Materials, parts or equipment furnished in connection with such work or operations described in part (1), above, including without limitation:
    - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **Contracting Tenant=s Work**; and

- b. The providing of, or failure to provide, warnings or instructions.

H. **Covered Property Perils** means **Property Damage** to the **Residence Premises** or to personal property on or a part of the **Residence Premises**, but only if caused by:

1. Fire;
2. Smoke. This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment. This peril does not include **Loss** caused by smoke from agricultural smudging, industrial operations, or exterior brush or forest fires.
3. Lightning;
4. Explosion, unless the cause of that explosion is otherwise excluded.
5. Vandalism or Malicious Mischief: This peril does not include loss to property on or in a **Residence Premises** if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.
6. Theft;
  - a. This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen.
  - b. This peril does not include **Loss** caused by theft:
    - (1) Committed by a **Contracting Tenant**;
    - (2) In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
    - (3) From that part of a **Residence Premises** rented by a **Contracting Tenant** to someone other than another **Contracting Tenant**;
    - (4) That occurs off the **Residence Premises**, including without limitation such theft that occurs at any residence owned, rented, or occupied by a **Contracting Tenant** other than the **Residence Premises**.
7. Bedbugs;
8. Accidental Discharge Or Overflow Of Water or Steam:
  - a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.
  - b. This peril does not include **Loss**:
    - (1) To the system or appliance from which the water or steam escaped;
    - (2) Caused by or resulting from freezing except as provided in **Covered Property Perils #15** regarding Freezing;
    - (3) On the **Residence Premises** caused by accidental discharge or overflow which occurs away from the building where the **Residence Premises** is located; or
    - (4) Caused by mold, fungus or wet rot unless hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

- c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.
9. Sewer backup;
  10. Collapse;
  11. Falling Objects: This peril does not include loss to the property contained in the building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.
  12. Windstorm Or Hail. This peril does not include **Loss** to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the **Residence Premises** causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.
  13. Weight of ice, snow, or sleet: This peril means weight of ice, snow or sleet which causes damage to the property contained in the building.
  14. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging: This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water. This peril does not include loss caused by or resulting from freezing except as provided in **Covered Property Perils** #15. Freezing, below.
  15. Freezing:
    - a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, but only if you have used reasonable care to:
      - (1) Maintain heat in the building; or
      - (2) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.
    - b. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, down spout or similar fixtures or equipment.
  16. Sudden And Accidental Damage From Artificially Generated Electrical Current: This peril does not include loss to tubes, transistors, electronic components or circuitry that is a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

I. **Date of Loss** in respect to:

1. **Property Damage** risks means the date on which the **Incident** that gave rise to a **Loss** occurred;
2. liability risks means the date on which the **Occurrence** takes place.



- J. **Excluded Vehicle(s)** means **Aircraft, Hovercraft, Motor Vehicle**, and/or **Watercraft**, as those terms are defined in this Protection Plan.
- K. **Excluded Vehicle Liability** means liability of any person, company, or entity (including without limitation a **Contracting Tenant**) for damages or **Loss** (including without limitation for **Medical Expenses, Bodily Injury** or **Property Damage**) arising out of the:
1. Ownership of an **Excluded Vehicle**;
  2. Maintenance, occupancy, operation, use, loading or unloading of an **Excluded Vehicle**;
  3. Entrustment of an **Excluded Vehicle**;
  4. Failure to supervise or negligent supervision of any person operating, driving, or otherwise involving such **Excluded Vehicle**; or
  5. Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such **Excluded Vehicle**.
- L. **Hovercraft** means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- M. **Inception Date** means the date specified in the **Plan Terms Summary**, or if no date is specified, then the date on which this plan becomes effective, that being the first date on which a **Named Tenant** became a **Contracting Tenant** and also pays the first Monthly Fee.
- N. **Incident** means an **Occurrence**, accident, act, circumstance or event that, unless excluded, gives rise to a claim for benefits under this Plan, including continuous or repeated exposure to substantially the same general harmful conditions. All **Incidents** that have a common nexus, or are causally connected by reason of any fact, circumstance, situation, event or decision shall be treated as one **Incident** irrespective of the period of time or area over which such **Incidents** occur, and claims arising out of the same **Incident** shall be subject to, and governed by, the terms and conditions of the Plan which was effective at the time of the first **Date of Loss**, and subject to the single **Limit(s) of Liability** applied accordingly. All weather-related **Incidents** shall be considered a single **Incident** if the United States Weather Bureau or other authority has declared that such weather conditions arose from the same atmospheric disturbance.
- O. **Limit(s) of Liability** means the **Aggregate Plan Period Limit** and/or the **Per Incident Limit** as defined in this Protection Plan, and/or as stated in the **Plan Terms Summary**.
- P. **Loss** means an event, **Occurrence**, or **Incident** which results in an entitlement to benefits under any section of this Plan.
- Q. **Loss of Use** means the loss of use of particular personal and/or real property, including the **Residence Premises** becoming uninhabitable for any reason.

- R. **Medical Expenses** means the fees and expenses associated with the treatment of **Bodily Injury**, but limited to reasonable charges for first aid, medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services.
- S. **Motor Vehicle** means:
1. A motorized land or amphibious vehicle, machine, device, or craft used, or designed to be used, to propel on, through, or over the land, whether or not such vehicle is designed to carry people or be driven by people, including without limitation to transport drivers, passengers, property, and/or cargo. "Motor Vehicle" specifically includes, without limitation, cars, buses, motor homes, mopeds, tractors, trucks, motorcycles, ATVs, UTVs, Quads, SUVs, mopeds, motorized bicycles, and motorized scooters; and
  2. Any camper, trailer, flat bed, or semitrailer which is attached to, carried on, towed by, or hitched for towing by any vehicle described in 1., above.
  3. Motor Vehicle includes such self-driving and/or automated driving vehicles.
- T. **Named Tenant** means the tenant named as the "named tenant" on the **Plan Terms Summary**, and specifically does not include any other entity, person, company, or tenant.
- U. **Occurrence** means an accident which occurs during the **Plan Period**, including continuous or repeated exposure to substantially the same general harmful conditions, which results in **Bodily Injury** or **Property Damage**. **Occurrence** does not include damages, **Bodily Injury** or **Property Damage** that is the result of intentional acts.
- V. **Per Incident Limit** means the Company's maximum liability for **Loss** with respect to any single **Incident** or **Occurrence** taking place during the **Plan Period** and shall not exceed the amount under **Per Incident Limit** as set forth in the **Plan Terms Summary**.
- W. **Pet Damage** means any damage, including without limitation **Bodily Injury** and **Property Damage**, caused to or by any pets, including without limitation dogs, cats, birds, horses, reptiles, rodents, rats, hamsters, weasels, ferrets, and/or fish. **Pet Damage** includes any such damage caused to or by such pets= containers and/or attendant equipment, including without limitation: fish tanks, terrariums, cages, pet carriers, and/or enclosures.
- X. **Plan Period** means the time period from the **Inception Date** of this Plan through the **Termination Date** of this Plan as defined, or if as set forth in the **Plan Terms Summary**, or an earlier **Termination Date**, if any or the date on which this Plan is terminated by cancellation by **Contracting Tenant** or by the Company.
- Y. **Plan Terms Summary** means the page(s) summarizing the plan's benefits, terms, **Required Tenant Contributions**, and monthly fees applicable to this Plan, and typically labeled on the first page of this plan as "Plan Terms Summary".

- Z. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- AA. **Property Damage** means:
1. Physical injury to tangible property, including all resulting loss of use of that property.
  2. Loss of use of tangible property that is not physically injured.
- BB. **Recoveries** means all sums whatsoever, received or realized, whether by the **Contracting Tenant** or by some person acting on behalf of the **Contracting Tenant**, or by us in relation to an **Incident** or **Occurrence** covered by this Plan.
- CC. **Required Tenant Contribution** means the initial amount of the **Loss**, as set forth in the **Plan Terms Summary**, which is retained by the **Contracting Tenant** and must be exceeded before this Plan attaches in respect to the benefits which the **Required Tenant Contribution** applies. Once the **Required Tenant Contribution** is met, the amount of the **Required Tenant Contribution** is deducted from the **Loss**, and the balance of the **Loss** is paid, subject to the **Per Incident Limit** and **Aggregate Plan Period Limit** for that Coverage as set forth in the **Plan Terms Summary**.
- DD. **Residence Premises** is likely identified in the **Plan Terms Summary** and means a residential premises, which at the time of the **Loss**, the **Contracting Tenant** rents from Utopia Management, its client owner, and/or other lessor of that residence premises. If that tenant resides in a dwelling with multiple family units in that dwelling, **Residence Premises** includes only that portion of the dwelling in which that **Contracting Tenant** resides, and does not include any common areas, the dwellings or residences of other persons, or the units of any other residents.
- EE. **Suit(s)** means a civil proceeding in which matters to which this Plan applies are alleged. **Suit** includes:
1. An arbitration proceeding in which damages are claimed and to which the **Contracting Tenant** must submit; or
  2. Any other alternative dispute resolution proceeding in which such damages are claimed as against the **Contracting Tenant**.
- FF. **Termination Date** means the date on which the earliest of the following occurs:
1. the plan termination date set forth in the **Plan Terms Summary** (if any) arrives when the plan has not been renewed;
  2. 10 days after the date on which the Company sends the **Contracting Tenant** written notice that the monthly fee or other required payments have not been timely received by the Company;
  3. 30 days after a written notice of termination is sent by the Company to the **Named Tenant** and/or **Contracting Tenant**. The Company may terminate the plan in this manner for any reason in their sole discretion, with or without cause;

4. 30 days after a written notice of termination is sent by the **Named Tenant** and/or **Contracting Tenant** to the Company. The **Contracting Tenant** may terminate the plan in this manner for any reason in their sole discretion, with or without cause;
5. The date on which the Contracting Tenant assigns, sells, transfers, or attempts to do any of those, their rights or benefits under this Plan without the prior written consent of the Company;
6. the date on which the underlying rental or lease agreement for the **Residence Premises** is terminated, canceled, or no longer in effect for any reason, whether or not the **Contracting Tenant** remains in possession of or a resident in the **Residence Premises**; and
7. the date on which either the Company or the **Contracting Tenant** file for bankruptcy or are placed in receivership.

GG. **Watercraft** means a craft principally designed to be propelled on or in water, including without limitation by wind, engine power or electric motor, whether or not the craft is designed to transport people or be operated by people.

## **VII. PLAN CONDITIONS AS TO ALL COVERAGES**

- A. **ACTION AGAINST THE COMPANY:** No action shall lie against the Company unless, as a condition precedent thereto, the **Contracting Tenant** shall have fully complied with all the terms of this Plan, including the amounts due to be paid by the **Contracting Tenant**, including by reason of any applicable **Required Tenant Contribution** provisions. In the event that any action is taken against the Company while any of the condition(s) precedent as noted above remain unfulfilled, the Company has the right to retain any monthly fee paid and give written notice to cancel the Plan. Nothing contained in this Plan shall give any person or organization any right to join with the Company as a co-defendant, plaintiff, or co-plaintiff in any action against the **Contracting Tenant**, such as to determine the **Contracting Tenant's** liability.
- B. **LIMITED WAIVER OF LIABILITY:** To the extent that a **Contracting Tenant** is paid benefits under this Plan, the **Contracting Tenant** waives any and all claims, demands, suits, and/or rights of recovery as against the Plan provider, Utopia Management, and the owners of the **Residential Property** (including their employees, agents, officers, managers, directors, and insurance carriers) for the **Contracting Tenant's** damages and/or **Loss** caused by any **Incident** or **Occurrence** for which the **Contracting Tenant** was provided benefits. This recovery waiver applies only to the extent of the benefits that were paid.
- C. **ARBITRATION CLAUSE:** If the Company and the **Contracting Tenant** do not agree upon any benefits due or paid provided under this Plan, then either party may make a written demand for binding arbitration.
  1. When this demand is made, each party will agree to select an arbitrator. If they cannot agree within thirty (30) days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

- a. pay all the costs or expenses it incurs for the arbitration, and each party will not be responsible for the other party's arbitration fees and costs; and
    - b. bear the costs or expenses of the third arbitrator equally.
  2. Arbitration shall be governed by the American Arbitration Association Commercial Arbitration Rules. The Arbitrator's decision will be binding and shall be enforceable in the same manner as a final judgment in any court of competent jurisdiction. The arbitrator shall have no authority to award any punitive, exemplary, or extra-contractual damages, costs or expenses.
- D. **ASSIGNMENT:** This Plan, and the benefits hereunder, whether in whole or in part, cannot be assigned, sold, or otherwise transferred by the **Contracting Tenant**, and any efforts to do so shall be null and void, excepting only with the prior written consent of the Company. The Company reserves fully its rights to assign, sell or otherwise transfer its rights under this Plan, in its sole discretion. The benefits due or to be paid under this Plan shall inure to the benefit of the **Contracting Tenant** and shall remain exempt from the claims of creditors or other adverse parties.
- E. **BANKRUPTCY OR INSOLVENCY:** Bankruptcy, receivership, or insolvency of the **Contracting Tenant** shall not relieve the Company of any of its obligations hereunder, other than such bankruptcy, receivership, and/or insolvency filing will result in termination of the Plan, as set forth in the definition of **Termination Date**.
- F. **CANCELLATION:**
1. This Plan may be cancelled by the Company or the **Contracting Tenant** at any time in their sole discretion, with or without cause, by written notice as set forth in the definition of **Termination Date**. The termination is effective as of the Termination Date at the time and hour in any such notice, and if no time is specified, then as of the close of business the day of the **Termination Date**.
  2. If this Plan is cancelled after the **Inception Date** as set forth in the **Plan Terms Summary**, the earned monthly fee for coverage through the termination date must be paid. The Company has the right to collect any portion of the unpaid monthly fee by deducting the unpaid monthly fee from any claim payments.
  3. If **Termination Date** is effective mid-month for a month for which monthly fees have been paid in full, then the Company will issue a pro rata refund of the unearned monthly fee to the **Contracting Tenant**.
- G. **CHANGES:** The terms of this Plan cannot be changed except in writing by the Company. The Company can change the terms of the Plan by providing the **Contracting Tenant** 30 days written notice, with the changes becoming effective after the 30 days has elapsed. Notices to any agent or knowledge possessed by any agent or other person acting on behalf of the Company do not change or waive any terms of this Plan.

- H. **OVERLAP WITH INSURANCE COVERAGE:** Benefits will not apply to any **Loss** for which coverage is afforded to the **Contracting Tenant** under insurance, or would have been afforded to the **Contracting Tenant** except for the exhaustion of the limits of insurance of other insurance, unless specifically covered under this Plan B whereupon the Company shall be liable only to the extent of that amount in excess of the amount recoverable from such insurance.
- I. **JOINT AND SEVERAL:** If more than one person is a **Contracting Tenant**, their obligations shall be joint and several.
- J. **MISREPRESENTATION OR FRAUDULENT ACTS:** Any misrepresentation, whether fraudulent or otherwise, or fraudulent conduct on the part of the **Contracting Tenant** (or on the part of any other person who has a legal or beneficial interest in this Plan or its proceeds) in relation to this Plan (including the statements made to the Company during the application), to any claim under it, or to any contract to which this Plan applies, will render the Plan void, but the Company will retain any monthly fee paid and the **Contracting Tenant** will be liable to refund to the Company any payment the Company may have made under this Plan.
- K. **NOTICE OF CLAIM:** The **Contracting Tenant** shall report to the Company all circumstances likely to give rise to a claim for benefits under the Plan as soon as practicable, but no later than sixty (60) days after the **Date of Loss** and in no event later than 60 days after the **Termination Date**, or as soon as practicable after the date on which this Plan is terminated by cancellation by the **Contracting Tenant** or by the Company.
- L. **NOTICE AND PAYMENT TO CONTRACTING TENANT:** If there is more than one **Contracting Tenant** under the Plan, the **Contracting Tenant** first named in the **Plan Terms Summary** shall act for themselves and for every other **Contracting Tenant** for all purposes of this Plan. Knowledge of notice(s) from the Company possessed by any **Contracting Tenant** shall, for the purposes of this Plan, constitute knowledge possessed by every **Contracting Tenant**. Cancellation of this Plan by, or through notice to the **Contracting Tenant** first named shall be cancellation of this Plan with respect to every **Contracting Tenant**.
- M. **COMMUNICATIONS WITH AND PAYMENT TO CONTRACTING TENANT:** The processing of claims for benefits under the Plan, if any, shall be with the **Contracting Tenant** first named in the **Plan Terms Summary** unless the Company agrees otherwise in writing, and Plan benefits shall be payable to that first named **Contracting Tenant** unless another **Contracting Tenant** is specifically identified by the first named **Contracting Tenant** as payee.
- N. **REIMBURSEMENT BASIS:** This Plan is issued on a reimbursement basis. As such there can be no claims for benefits under this Plan other than by the **Contracting Tenant**. Only the **Contracting Tenant** is entitled to payment under this Plan. Under no circumstances will the Company make payments to anyone other than the **Contracting Tenant**.

- O. SET OFF: The Company has the right to apply any amount payable under this Plan in or toward payment of any amount owing from the **Contracting Tenant** to the Company (paying interest before principal) whether under this Plan or otherwise.
- P. SURVIVAL: In the event that any provision of this Plan is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the remaining provisions of this Plan shall remain in full force and effect.

#### **VIII. DUTIES IN THE EVENT OF LOSS**

It is a condition precedent to the entitlement to any benefits paid under this Plan that in the event of any **Incident** and/or **Occurrence** that has or may give rise to a **Loss** covered by this Plan, the **Contracting Tenant** shall:

- A. notify the Company in writing as soon as reasonably practicable after the **Contracting Tenant** become aware of the **Incident**, but in all events no later than sixty (60) days after the **Termination Date**, or as soon as reasonably practical after the date on which this Plan is terminated by cancellation or otherwise;
- B. provide a full description of the **Incident** or **Occurrence**, including but not limited to copies of any demands, notices, summonses or legal papers received or produced;
- C. cooperate fully with the Company and their representatives in the investigation of the **Incident** or **Occurrence**, including but not limited to:
  - 1. taking all reasonable actions to prevent, mitigate or minimize the **Loss**, including ensuring that all rights against services, buyers, suppliers and third parties are properly preserved and exercised;
  - 2. producing any documentary evidence, books of account, bills, invoices and other vouchers and copies of same that the Company may require; and
  - 3. affording the Company reasonable access to the **Contracting Tenant's** premises and financial records;
- D. send the Company proof of **Loss** containing the information we request to investigate the claim.