



**Jamison Management Company**  
Property Management & Real Estate Services

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## **Foxen Addendum**

### **Property Damage Liability Waiver Program (Not a Renters Insurance Policy Issued to Resident)**

*\*This Addendum is incorporated into the Lease. To the extent the terms of this Addendum are found to be inconsistent with the terms of the Lease, the terms of this Addendum will control.*

To meet the minimum Liability Insurance requirements of this Lease, you are eligible to participate in the Community's Property Damage Liability Waiver Program (the "Program") at a cost of \$13.00 per month for those currently enrolled in the existing waiver program. You will be automatically enrolled in the Program when your lease begins unless you opt out of enrollment.

### **Program Coverage**

Participation in the Program waives Resident's obligations under the Lease:

- to purchase and maintain at least \$100,000 in liability insurance; and
- to indemnify Landlord up to \$100,000 for damages **that result from Resident's negligence to the extent they arise from fire; sudden and accidental smoke; explosion; or water or other liquid that leaks, flows, or overflows from plumbing, heating, air conditioning, other equipment or fixtures, or personal property.**

The Program only waives Resident's liability to Landlord and does not cover liability to third parties except as provided below. The Program also covers **on a per incident basis** up to \$10,000 in damage to personal property and \$1,000 in additional living expenses **when Resident's negligence causes** the above types of damage and Program limits otherwise have not been exhausted.

### **Program Limits, Exclusions, and Requirements**

In no event will the Program cover liability or loss in excess of \$100,000 that arises out of the same originating cause, whether filed as a single claim or a series of claims; any amount of loss or liability in excess of \$100,000 remains subject to the Lease terms. Coverage for personal property loss or living expenses erodes the \$100,000 maximum and, subject to the sublimits referenced above, will be covered in the **following priority: first**, to pay for damage to Landlord's property (e.g., damage to the apartment); **second**, damage to the personal property of other residents; **third**, the additional living expenses of other displaced residents; **fourth**, **damage to Resident's personal property**, and **fifth**, **Resident's additional living expenses**. The Program covers up to two (2) accidents per enrolled Resident within Landlord's annual Program policy period.

The Program **does not cover**, by way of example only: (i) damage caused by intentional misconduct; (ii) claims of bodily or personal injury; (iii) damage or loss caused by theft, burglary, or vandalism; (iv) damage from frozen or burst water pipes not arising from resident negligence; and (v) damage resulting from or associated with a breach of the lease, including, but not limited to, damage caused by illegal substances or malicious acts. **Landlord does not maintain insurance for Resident's benefit other than as described. Resident should consult an insurance professional to determine Resident's personal insurance needs. Participation in the Program does not prohibit or otherwise restrict Resident from purchasing Resident's own insurance.**

Resident must immediately report all property damage to Landlord. Failure to report property damage within twenty-four (24) hours of becoming aware of such damage may result in loss of any otherwise available coverage.

#### **Program Opt-Out Instructions and Limitations; Program Availability & Discontinuance**

**Resident may cancel participation in the Program at any time** by providing proof of liability insurance that is required by the Lease. To be approved, the proof of insurance must: (i) show a minimum of \$100,000 of liability coverage per incident for the perils of fire, sudden and accidental smoke, explosion, and water/other liquid overflows and leaks; (ii) identify the Apartment Community as an "Interested Party" with an address of PO Box 12367 Columbus, OH 43212; and (iii) correctly identify the Resident's insured address. The proof should be sent to the Landlord's service provider, Foxen Administration, LLC by one of the following ways:

- Email at [status@foxen.com](mailto:status@foxen.com);
- Logging into the resident portal at [www.foxen.com](http://www.foxen.com); or
- Postal mail at PO Box 12367 Columbus, OH 43212.

*If Resident's current insurance provider offers the option for a notification of change email, Resident should list [status@foxen.com](mailto:status@foxen.com). This is a requirement for all Lemonade policies.* Resident also must provide Foxen Administration, LLC with proof of insurance with the requisite coverage from time to time upon request.

Resident understands and agrees that Landlord may place Resident in the Program and charge Resident each month the additional amount described above if, at any time during the Lease term, Resident's insurance coverage is cancelled or lapses or if the provided proof of insurance does not contain the required information. By enrolling in the Program, Resident also agrees that the Program service provider, Foxen Administration, LLC, may solicit or market additional products and services to Resident. Any such marketing will be conducted consistent with Foxen's Privacy's Policy at <https://www.foxen.com/privacy-policy> and Resident's ability to opt out.

Landlord may discontinue the Program at any time. Upon notice of discontinuance, Resident must obtain and maintain liability insurance as required by the Lease. Failure to obtain liability insurance is a material breach of the Lease and Landlord may take all necessary action available under applicable law, including the initiation of eviction proceedings, for failure to comply.