

Important Information:

Your Liability Insurance Requirements

Dear Resident,

Your Lease Agreement requires you to maintain at least Liability Insurance to cover certain damage that you may accidentally cause to the property. 930 NoMo recently partnered with Foxen to begin monitoring residents' compliance with this requirement, as well as to manage a Property Damage Liability Waiver Program. As an option to meet your Lease requirements, you are eligible to enroll in the Community's Waiver Program for \$13.95 per month, which is conveniently paid with your monthly rent.

What is the Property Damage Liability Waiver Program?

- Waives your obligation to purchase and maintain your own Liability Insurance Policy.
- Waives your obligation to reimburse 930 NoMo for certain damage you may negligently cause arising from fire, smoke, explosion, and water/other liquid overflows and leaks.
- Does not waive your liability to third parties.
- *See important details, including limitations, in the attached Program Terms and Conditions.

How do I enroll in the program?

You will be automatically enrolled into the Waiver Program as of September 1. If you do not want to participate in the Program, simply follow the steps below prior to September 1.

What if I already have a renters insurance policy with liability coverage?

You must update your renters insurance policy with the following information:

- A minimum of \$100,000 in liability insurance
- Your apartment address
- 930 NoMo MUST be included as an additional interest/interested party and the address for notification of changes to your policy must be sent to PO Box 12367, Columbus, Ohio 43212.

Example of how this information should appear on your renter's insurance certificate:

930 NoMo
PO Box 12367
Columbus, Ohio 43212

If your current insurance provider offers the option for a notification of change email, please list status@foxen.com. This is a requirement for all Lemonade policies.

You must provide proof of the updated renters insurance policy prior to September 1 or you will be automatically enrolled in the Waiver Program. Follow the steps below or scan the QR code to get started.

1. Go to Foxen.com
2. At the bottom of the home page, click on Upload Proof of Insurance
3. Enter the Zip Code of your Apartment Community
4. Find your Apartment Community and enter the email address associated with your lease
5. Confirm your residence
6. Upload your proof of insurance showing the requirements listed and submit



Scan here to upload your policy directly to Foxen

You will receive an email confirmation from Foxen of your approval status within approximately 2 business days of submitting your proof of insurance. (Please note that if you provide your proof of policy close to the deadline, you may temporarily receive a Waiver Program charge with your rent payment, but this amount will be credited to you once your policy is approved.)

If you have any other questions, please contact the Leasing Office.

Community Property Damage Liability Waiver Program:

Terms and Conditions

(Not a Renters Insurance Policy Issued to Resident)

The following sets forth the terms and conditions of the Community's Property Damage Liability Waiver. Any references to "we" or "us" mean the Community (landlord) with whom you have signed the lease.

1. **Property Damage Liability Waiver Program ("Waiver Program").**

a. **Waiver Program.** Enrollment in the Waiver Program waives the following lease obligations you have to us:

- to purchase and maintain liability insurance as described in your lease; and
- to reimburse us for up to \$100,000 in damage to our property from (1) fire; (2) sudden and accidental smoke; (3) explosion; or (4) water or other overflowing liquid that you accidentally cause as a result of your negligence.

The Waiver Program waives up to two accidents during your lease term with a maximum of two accidents in any 12-month period. You must immediately report all property damage to us. Failure to do so promptly once becoming aware of it may mean that you do not get the full benefits of the Waiver Program.

b. The Waiver Program is not insurance. Rather, we are waiving our right to seek reimbursement from you for damages you accidentally cause to our property. We do not maintain insurance for your benefit. You should consult an insurance professional to determine your personal insurance needs. Participation in the Waiver Program does not prohibit or otherwise restrict you in any way from purchasing insurance.

2. **Opting Out of the Waiver Program.** If you do not want to participate in the Waiver Program, you can submit proof of insurance that: 1) provides \$100,000 liability coverage per occurrence for the perils of fire, sudden and accidental smoke, explosion, and water/other liquid overflows or leaks, 2) correctly states your apartment address, and 3) lists 930 NoMo as an "Interested Party" at PO Box 12367, Columbus, OH 43212. The proof should be sent to our service provider, Foxen Administration, LLC ("Foxen"), by visiting www.foxen.com and clicking "Upload Proof of Insurance" or logging onto the Foxen Portal. Or simply scan this QR Code and follow the instructions.



Foxen may send you emails to remind you of convenient ways to present your proof of insurance. Foxen may also send you notifications when it appears that your insurance policy is scheduled to expire or the insurer sends notice that it has been cancelled.

3. **What the Waiver Program Does Not Include.** For any type of incidents or damage beyond those expressly listed above, the Waiver Program does not waive your liability or offer you reimbursement. By way of example only, the Waiver Program does not include: (i) waiver of liability to any third parties; (ii) damage or loss caused by theft, burglary, or vandalism; (iii) bodily or personal injury; (iv) damage caused by intentional misconduct; (v) damage from any type of weather event, such as frozen or burst water pipes, or other natural disaster; (vi) damage caused by illegal substances or malicious acts; and (vii) damage to personal property

The Waiver Program does not apply to any leases that are not standard residential leases and rentals including, but not limited to, short-term rentals, vacation rentals, corporate leases, timeshares, transient lodging, and hospitality stays. Also, the Waiver Program will not apply to sublets unless the sublessee signs a written agreement acknowledging that the sublessee is bound by all terms of the original Lease and these terms and conditions.

4. **Additional Terms and Disclosures.** We may change the terms and conditions of the Waiver Program or discontinue the Waiver Program at any time. Once the Waiver Program is discontinued, you must purchase insurance as required by the Lease. By enrolling in the Waiver Program, you also agree that Foxen may contact or market additional offerings and services to you. Visit <https://www.foxen.com/privacy-policy> to access Foxen's Privacy's Policy, which provides instructions on how to opt out of Foxen's marketing if you wish.