

MAILBOX SERVICE AGREEMENT



NAME: _____ PMB # _____

COMPANY: _____

ADDRESS: _____

CELL PHONE _____ WORK _____ HOME _____

EMAIL ADDRESS _____

1. This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox (the "Mailbox") at the Mail Boxes Center identified above (the "Center") under the terms set forth herein.

2. The term of this agreement shall be the initial period paid for by Customer and any renewal period for by Customer from time to time. Renewal of this Agreement for additional terms shall be at the Center's sole discretion. Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitimate or fraudulent purpose or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state and local laws. Each individual or entity must complete a separate U.S. Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox. However, spouses may complete one Form 1583, as long as both spouses include their separate information on the Form. This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583 may be disclosed upon request of any law enforcement or other governmental agency, or when legally mandated.

3. All persons/entities wishing to receive mail at the center must register by completing form 1583 to be authorized to receive mail and/or package(s) at the mailbox. Customer understands and agrees that all mail and / or packages to unregistered person/entity will be refused and returned to sender. Customer understands and agrees that mail and mailbox key shall be released to customer only upon the center's receipt of customers completed form 1583, two forms of Identification (INITIAL _____)

4. Upon signing this Agreement, Customer shall complete Form 1583 and provide two forms of valid / current identification per USPS regulations, one of which shall include a photograph. Customer shall also provide a home address verification as required per the USPS regulations (e.g. current electric bill, gas bill, deed, lease, etc.) Customer agrees to allow all identifications and home address verification documents to be photocopied and retained by the Center per the USPS regulations. Customer acknowledges that all persons/entities sharing the Mailbox with Customer shall be governed by the same USPS regulations. Customer agrees to inform the Center of changes in home address, email address and phone number. Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. In the event of death or incapacity of Customer, the Center will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.

5. For all charges and fees referred in this Agreement, please see the Center's current Mailbox Service Schedule of Fees, "Schedule of Fees." This Agreement, Schedule of Fees and other related fees stated herein may be amended or modified from time to time at the Center's sole discretion without notice.

6. Customer agrees to pay an initial set up fee, an electronic key fee and applicable Mailbox service fees. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may hold mail and packages pending payment. There will be no proration or refunds for cancellation of any service. Customer agrees to pay a late fee per month if any payment is not received in advance of due date. (Please see current Schedule of Fees.)

7. Packages (including excess mail) not picked up promptly will be subject to a per diem storage per package. (See current Schedule of Fees). Said storage fees may vary depending on the size and duration of storage. Storage fees must be paid before Customer may claim mail and/or package(s). Due to the limited space, large shipments may be subject to storage fees within one (1) day of delivery to the Center. In the event Customer refuses to pick up mail or package, the Center may return the mail or package to the sender. C.O.D. items will be accepted ONLY if prior arrangements have been made and payment (in check form, no credit card) in advance is provided to the Center. A handling fee is charged for each COD. (See current Schedule of Fees) NO package(s), parcel(s), item(s), document(s) or mail will be accepted from any unlicensed carrier, entity or person. Prior arrangements must be made by customer with Center for such deliveries to be accepted by the Center.

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8. Customer acknowledges that upon expiration cancellation or termination of this Agreement, **USPS WILL NOT FORWARD MAIL AND WILL NOT ACCEPT A CHANGE OF ADDRESS ORDER.** Upon expiration, cancellation or termination of this Agreement, the Center will:

- Re-mail (i.e., forward) Customer's mail for six (6) months, provided Customer pays the postage, packaging material, and forwarding fees in advance. The mailbox must remain open and can be renewed month to month up until 6 months.
- Return to Sender all mail.
- Discard or destroy any "Unsolicited Mail" (e.g., bulk mail; mail addressed as "occupant," "current resident" or similar designation; or coupons, advertising or other promotional material) delivered to or remaining at the Center.
- Refuse any package addressed to Customer.

9. Customer agrees that the Center may terminate or cancel this Agreement for good cause at any time by providing Customer thirty (30) days written notice. Good cause shall include but is not limited to: 1) Customer abandons the Mailbox; 2) Customer uses the Mailbox for unlawful, illegitimate or fraudulent purposes; 3) Customer fails to pay monies owed the Center when due; 4) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive or disruptive behavior toward other customers of the Center or the Center's employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any person authorized by Customer to use the Mailbox will be attributed to Customer. **The center retains the right to not renew any rental agreement and may cancel the agreement with a 30 day notice.**

10. Any written notice to Customer required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Customer's Mailbox or at the time personally delivered to Customer. In the event of a termination notice based upon abandonment of the Mailbox, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial courier service or the United States Postal Service for next day delivery, or (b) five (5) days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to Customer at Customer's address as set forth in Form 1583, or on the date of actual receipt, whichever is earlier.

11. As Customer's authorized agent for receipt of mail, the Center will accept all mail, including registered, insured and certified items. Unless prior arrangements have been made, the Center shall only be obligated to accept mail, or packages delivered by commercial courier services which require a signature from the Center as a condition of delivery. Customer must accept and sign for all mail and packages upon the request of the Center.

12. Customer shall use the mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. The PMB or # must be used. Specifically excluded are the uses of "Suite", "Apt", "Dept", or other such designations. The USPS may refuse to deliver any mail that does not include the PMB or # sign designation and return improperly addressed mail to the sender endorsed "Undeliverable as Address."

13. Customers must have their key to access the Mailbox. Access will not be given by Center, should Customer not have the key to their Mailbox. A replacement key can be purchased by the primary owner of the Mailbox. The Center will place package slip(s) in Customers Mailbox once package(s) are sorted for the day. Customer must have package slip(s) to pick up package(s). Center will not give package(s) unless Customer has package slip(s). Center will not take calls from Customers asking for Center to check if Customer has mail and/or package(s).

14. "SMALL PERSONAL" Boxes may include two (2) names individuals.
"SMALL BUSINESS" may include up to four (4) names, individual and business.
"MEDIUM" may include up to seven (7) names, individual and business.
"LARGE" may include up to seven (7) names, individual and business.

15. Customer agrees to pay a late fee of \$10.00 if any payment is not received within ten (10) days of when due. If the account is still in past due status beginning the 11th day of the month and after the mailbox will be placed on restrictive status. All mail and packages will be placed on hold until the account is paid in full. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of \$40.00. Mailbox service fees and other related fees stated herein are subject to change. In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size mailbox and pay any additional charge. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.

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16. Customer agrees to protect, indemnify, defend and hold harmless the Center and their respective affiliates, subsidiaries, parent corporations, officers, directors, agents and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims and causes of action for personal injury or property damage arising from such use or possession, from failure of the U.S. Postal Service or any commercial courier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, and from any violation by Customer of applicable federal, state or local laws.

17. CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THE CENTER AND, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM. CUSTOMER MUST FILE ALL CLAIMS WITH SHIPPING CARRIER PRIOR TO FILING CLAIM WITH CENTER.
(INITIAL _____)

ACKNOWLEDGEMENT BY PRIVATE MAILBOX SERVICE CUSTOMERS

This acknowledgement is required by Section 17538.5 of the Business and Professions Code.

Any person obtaining private mailbox receiving service in the State of California must read and acknowledge receipt of the following statement, which is to be kept on file at this CMRA and will be made available, upon demand, to the Department of Consumer Affairs or any law enforcement agency conducting an investigation.

By requesting and obtaining use of a private mailbox receiving service in the State of California, I acknowledge that:

- 1. I am obligated to disclose my actual home address or place of residence on a USPS Form 1583 or other form as may later be developed and I further agree that I will provide prompt written notice to this CMRA of any subsequent change in my home address or place of residence.
- 2. By signing below, I irrevocably authorize this CMRA to act as my agent for service of process to receive any legal documents that may be served upon me. This authorization shall continue from the date of this agreement until two years after my mail receiving service has been terminated. I understand that this CMRA will (A) place a copy of the documents or a notice that the documents were received into my mailbox or other place where I usually receive my mail, unless my mail receiving service has been terminated, and (B) send all documents by first-class mail to the home or other address last known to the CMRA.
- 3. I further acknowledge that I understand that use of a private mailbox receiving service for commercial purposes in the State of California requires the user to comply with all applicable laws, including Section 17538.5 of the Business and Professions Code and laws prohibiting unfair competition and false advertising as set forth in Sections 17200 and 17500 of the Business and Professions Code. Violation of these laws may result in criminal or civil penalties or both. I understand that the United States Postal Service Form 1583 that must be prepared for each private mailbox receiving service customer shall be delivered to the local United States Post Office and a copy of the form must be retained by this CMRA and made available upon demand to the Department of Consumer Affairs or any law enforcement agency conducting an investigation. I hereby agree to accept and abide by the foregoing requirements.

SIGNATURE: _____ DATE: _____