

Contract for Mailbox Service

This Agreement made Date: _____ by and between Your Name: _____ hereinafter referred to as "Applicant", and Xpress Mailboxes Inc., hereinafter referred to as "Mail Service", shall be governed by these terms to which each party agrees:

1. By completing this form and USPS Form 1583, which will be made available to the United States Postal Service, applicant appoints Mail Service as agent for the receipt of mail and packages through common carriers for a period not to exceed that for which rent has been paid in advance. Applicant will pick up mail and other shipments at least once each week or make other suitable arrangements, in advance, with Mail Service. Mail Service will provide a mailbox key to applicant who may obtain his mail during the business hours posted by Mail Service. Should Applicant appoint another person or organization to collect mail or other shipments, Mail Service shall assume that possession of a key is evidence of authority to collect mail or other shipments.
2. The key loaned to Applicant remains the property of Mail Service and shall not be duplicated or modified by Applicant. Applicant understands that the relationship of the parties hereto is one of bailment and not landlord and tenant.
3. Once Mail Service has placed applicant's mail or other shipments in the assigned mailbox, the mail shall be deemed to have been delivered, and Mail Service shall not be responsible for loss, theft or damage. Notices for packages too large for mailbox will be placed in the mailbox. Mail Service is not engaged in the delivery of mail or other carrier shipments and cannot be responsible for failure in the United States Postal Service or other carriers to deliver parcels or to deliver in a timely fashion or undamaged condition.
4. Applicant agrees to use services in accordance with Mail Service rules and in compliance with U.S. Postal regulations, as well as local, state and federal statutes and regulations. Failure to do so may result in cancellation of service without notices, refund or mail forwarding.
5. Information provided by Applicant will be kept confidential and will not knowingly be disclosed without Applicant's prior consent, except for law enforcement or postal operation purposes, in which case Mail Service intends to cooperate fully. Law enforcement is further clarified to include all city, county, state or federal agencies or their representatives.
6. Mail and other shipments will not be accepted for more than three (5) persons or organizations in a single mailbox without written approval of Mail Service, and each mailname must complete a USPS Form 1583 and must provide approved identification and sign a mailbox contract and state forms if in a state that requires such. Additional fees may apply for each business name receiving mail. If Applicant consistently receives substantially more mail and other shipments than can be placed in a single mailbox, Mail Service reserves the right to require Applicant to rent a larger size box or one or more additional boxes. Charges for service are based upon average daily volume and activity. Special circumstances, e.g., high number of parcels, etc. may require assessment of additional fees. Small boxes can only receive up to 30 packages a month. Consistent receiving more than 30 packages will be considered unusually high volume of mail will result in either a higher fee being charged, or termination of the mail receiving service. Applicant further agrees that parcels delivered to this address for the Applicant will be delivered by common carrier only, that no truck line deliveries will be made, that parcels too large for mailbox will be retrieve within 48 hours after delivery, and that no hazardous or dangerous material will be delivered to Applicant. Failure to adhere to any of these parcel delivery stipulations will result in additional fees and/or termination of service.
7. Applicant agrees that all non-solicited mail, such as standard post or non-profit post, shall be considered junk mail and be disposed of, and not placed in mailbox.

8. Applicant agrees to protect, indemnify and hold harmless Mail Service from and against any and all claims, demands and causes of action of any nature whatsoever relative to use of Mail Service facilities or services.
9. Should Mail Service commit or fail to commit an act that results in disruption of service and Applicant thereby suffers a loss, Mail Service's liability shall be limited to not more than the rental fees paid by Applicant for service not yet received. Mail Service shall not be liable for incidental or consequential damages.
10. Per USPS regulations, accountable mail, including but not limited to certified, insured, or C.O.D. mail or parcels shall be accepted by Mail Service on the behalf of Applicant. Full, advance payment of C.O.D. charges must be made to Mail Service prior to acceptance of C.O.D. packages. Restricted delivery mail may be accepted with prior written permission on the Applicant's USPS form 1583 in block 5.
11. Mail Service fees are due and payable in advance and notice thereof will be placed in Applicant's mailbox. No other notice will be required. Failure to pay such fees when due may result in disruption or cancellation of services. Mail Service does not prorate fees and does not provide refunds in the event of cancellation by Applicant or Mail Service.

Applicant shall use only the address designation "PMB" or "#" to designate their address. NO OTHER DESIGNATION IS VALID. Specifically excluded is the use of suite, apt., dept., or other designators for the Applicant's mailbox. The U.S. Postal Service may refuse to deliver any piece of mail that does not include the PMB or # sign designation. Applicant is responsible for notifying correspondents of the correct address. The address to be used by Applicant for the purpose of receiving mail must conform to Postal Regulation. (DMM 1.8.2 e-g).

12. Upon termination of services by Mail Service or failure to pay rent in advance by Applicant, Mail Service shall not make Applicant's mail available without payment theretofore. Applicant understands that the United States Postal Service will not forward or return mail without payment, and will not accept a Change of Address. At termination of service, Applicant, if it wishes mail forwarded after that date, shall provide Mail Service with a forwarding address and pay the required fees. In the event Applicant fails to do this, Mail Service will accept mail for 180 days after termination and handle such mail in accordance with USPS DMM 508 1.9.3 regulations.
13. Applicant agrees to be responsible for forwarding of all mail at the termination of this agreement. This constitutes a "Do Not Forward" agreement as per DMM 508.1.8.3.b.

Agent: _____ DATE: _____

Applicant: _____ DATE: _____

Acknowledgment for California Mailbox Customers

This acknowledgment is required by Section 17538.5 of the Business and Professions Code of the State of California. 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 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 civil or criminal 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 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.

Date: _____ Signature _____