

Mail Boxes Express

1220 Rosecrans St. San Diego, CA 92106
Phone: 619-222-1230 Fax: 619-222-9941

MAILBOX SERVICE AGREEMENT

CUSTOMER NAME: _____

COMPANY: _____

ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____

HOME PHONE: _____ WORK PHONE: _____

CELL PHONE: _____ EMAIL: _____

MAIL BOX #: _____ RENTAL TERM: _____

1) DEFINITIONS

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 Mail Boxes Express identified above (the "Center") under the terms set forth herein.

2) UNLAWFUL USE and AUTHORIZED RECIPIENTS

Customer agrees the Customer will not use the Center premises or any Center services for any unlawful, illegitimate or fraudulent purpose or for any purpose prohibited by US 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 US Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox.

3) CONFIDENTIALITY

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 government agency, or when legally mandated. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign an updated version of this Agreement and Form 1583 upon request.

4) POSSESSION OF KEY

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) PAYMENT OF FEES

Customer agrees to pay an initial set-up fee of **\$10.00** as well as applicable monthly service fees. The customer agrees to return all mailbox and door keys upon expiration, cancellation or termination of this Agreement, and pay all sums owed to the Center. 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 refund for cancellation of any service. Customer agrees to pay a late fee of \$10.00 if any payment is not received within five (5) days of when due.** In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of **\$10.00**. 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.

6) UPON EXPIRATION, CANCELLATION OR TERMINATION

Upon expiration, cancellation or termination of this Agreement, the Center will:

- a. Re-mail (i.e. forward) Customer's mail for six (6) months, **provided the Customer pays the postage, packaging material, and forwarding fees in advance. Additionally, Customer must pay a monthly storage fee of \$20.00 per month, for the time period that mail is to be forwarded.** It is the Customer's responsibility to make arrangements with the Center to identify and mail forwarding needs prior to the expiration, cancellation or termination of the Agreement.
- b. 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.
- c. Retain Customer's mail, or other than Unsolicited Mail, at the Center for a period of thirty (30) days from the date of delivery or six (6) months after the expiration, cancellation or termination of this Agreement, whichever comes first, if Customer leaves no forwarding fees or forwarding address. After such time, any mail or package may be discarded or destroyed. In order to pick up any mail or package during the six (6) month period, **Customer must pay a storage fee of \$20.00 per month for**

the time period in which the Center holds the mail or package, plus a service fee of \$5.00 for each time Customer visits Center to pick up such items.

7) SIX MONTHS AFTER EXPIRATION, CANCELLATION OR TERMINATION

Six (6) months after the expiration, cancellation or termination of this Agreement, the Center may:

- a. Refuse any mail or package addressed to Customer and delivered to the Center.
- b. Discard or destroy any of Customer's mail or package delivered to or remaining at the Center at such time.

8) RENEWAL PERIODS

The term of this Agreement shall be the initial period paid for by Customer and any renewal period paid by Customer from time to time. Renewal of this Agreement for additional terms shall be at the Center's sole discretion.

9) TERMINATION FOR GOOD CAUSE

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 the Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of the Agreement as provided herein, the actions of any person authorized by Customer to use the Mailbox will be attributed to Customer.

10) NOTICE OF TERMINATION

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 on 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 US Postal Service for next day delivery, or (b) five (5) days after placement in the US 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) AUTHORIZED AGENT

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. Packages not picked up within fifteen (15) days of notification will be subject to a storage fee of \$3.00 per day per package, which must be paid before Customer receives the package. In the event Customer refuses to accept any mail or package, the Center may return the mail or package to the sender and Customer will be responsible for any postage or other fees associated with such return. **C.O.D. items will be accepted ONLY if prior arrangements have been made and payment in advance is provided to the Center.**

12) LIABILITY

Customer agrees to protect, indemnify, defend and hold harmless the Center, 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 for personal injury or property damage arising from such use or possession, from failure of the US Postal Service or any commercial courier service to deliver on time or otherwise fail to 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.

13) LIMIT OF LIABILITY

Customer herein agrees that the total amount of liability of the Center, 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's initials: _____

14) COMPLETE MAILING ADDRESS

Customer must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. Mail received by Customer must bear a delivery address that contains at least the elements shown below. The complete mailing address for the Mailbox shall be:

YOUR NAME or BUSINESS NAME
1220 Rosecrans St.
PMB _____
San Diego, CA 92106

The Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."

15) ADDRESS TERMINOLOGY

Customer agrees to use the mailing address format set forth above without modification. Upon signing this Agreement, Customer shall provide two (2) forms of valid identification, one (1) of which shall include a photograph. This Agreement may not be amended or modified, except in a writing signed by both parties.

CUSTOMER SIGNATURE: _____ DATE: _____

CENTER SIGNATURE: _____ DATE: _____

United States Postal Service®
Application for Delivery of Mail Through Agent
 See Privacy Act Statement on Reverse

1. Date

In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service™ upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public. The agent provides the original completed signed PS Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of PS Form PS 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable Postal Service rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

This application may be subject to verification procedures by the Postal Service to confirm that the applicant resides or conducts business at the home or business address listed in boxes 7 or 10, and that the identification listed in box 8 is valid.

2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent. <i>(Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.)</i>	3a. Address to be Used for Delivery (Include PMB or # sign.) 1220 Rosecrans St. PMB		
4. Applicant authorizes delivery to and in care of:	3b. City San Diego	3c. State CA	3d. ZIP + 4® 92106-2674
a. Name Mail Boxes Express	5. This authorization is extended to include restricted delivery mail for the undersigned(s):		
b. Address (No., street, apt./ste. no.) 1220 Rosecrans St.	c. City San Diego	d. State CA	e. ZIP + 4 92106
6. Name of Applicant	7a. Applicant Home Address (No., street, apt./ste. no)		
8. Two types of identification are required. One must contain a photograph of the addressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. The agent must write in identifying information. Subject to verification.	7b. City	7c. State	7d. ZIP + 4
a.	7e. Applicant Telephone Number (Include area code)		
b.	9. Name of Firm or Corporation		
Acceptable identification includes: valid driver's license or state non-driver's identification card; armed forces, government, university, or recognized corporate identification card; passport, alien registration card or certificate of naturalization; current lease, mortgage or Deed of Trust; voter or vehicle registration card; or a home or vehicle insurance policy. A photocopy of your identification may be retained by agent for verification.	10a. Business Address (No., street, apt./ste. no)		
12. If applicant is a firm, name each member whose mail is to be delivered. (All names listed must have verifiable identification. A guardian must list the names of minors receiving mail at their delivery address.)	10b. City	10c. State	10d. ZIP + 4
13. If a CORPORATION, Give Names and Addresses of Its Officers	10e. Business Telephone Number (Include area code)		
15. Signature of Agent/Notary Public	11. Type of Business		
14. If business name (corporation or trade name) has been registered, give name of county and state, and date of registration.	16. Signature of Applicant (If firm or corporation, application must be signed by officer. Show title.)		

Warning: The furnishing of false or misleading information on this form or omission of material information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties).

Privacy Act Statement: Your information will be used to authorize the delivery of your mail to the designated addressee as your agent. Collection is authorized by 39 USC 401, 403, and 404. Providing the information is voluntary, but if not provided, we cannot provide this service to you. We do not disclose your information without your consent to third parties, except for the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS® auditor; to entities, including law enforcement, as required by law or in legal proceedings; to contractors and other entities aiding us to fulfill the service; and for the purpose of identifying an address as an address of an agent who receives mail on behalf of other persons. Information concerning an individual who has filed an appropriate protective court order with the postmaster will not be disclosed except pursuant to court order. For more information on our privacy policies, see our privacy link on usps.com®.
