Postal Masters Mailbox Rental Agreement

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US Postal Service 1583 Form

- 1. By completing and signing this agreement and the U.S. Postal Service 1583 form, the original being made available to the U.S.P.S., Applicant appoints Mail Service as agent for the receipt of his/her mail for a period not to exceed that for which rent has been paid in advance. Information provided by Applicant will be kept confidential and will not knowingly be disclosed without Applicant's prior consent, except for law-enforcement purposes, in which case Mail Service intends to full comply. Applicant will not use the mailbox for storage and agrees to pick up mail at least twice a month, or arrange to have an agent pick up mail in his/her place.
- 2. Everyone who receives mail at Applicant's mailbox must complete a 1583 form and submit two forms of identification one of which must include applicant's name, current home address a picture. The second id can be a submitted utility bill, rent receipt, vehicle registration further validating Applicant's identity. Photocopies of identification will remain in customer's file as stipulated by California law. It is Applicant's responsibility to inform Mail Service of changes to his/her home address or phone number and to fill out a new 1583 form per Mail Service request when such changes do occur. Mail will not be accepted for more than three (3) persons or organizations at a single mailbox and each party must fill at a separate 1583 form. After three (3) Listings, Mail Service may charge an additional fee per month for such added names. Charges for mailbox rent are based upon average daily mail volume and activity. Special circumstances—e.g. mail overflow, excessive packages, late rental payments, etc.—may require the assessment of additional fees which are subject to change at any time.
- **3.** Not withstanding the terms outlined above concerning mail delivery, Applicant instructs Mail Service to accept trackable letters/packages, registered, certified and privately delivered articles on applicant's behalf by signing Box #6 in the 1583 form and furthermore provide advance notice and payment of c.o.d. charges. In consideration for this service and the substantial responsibilities involved therein, Applicant expressly releases Mail Service from all responsibility of loss, damage or the disposition of said accountable and regular mail after placement in Applicant's mailbox or articles held at the front counter. In accordance with this release Applicant therefore waives any and all rights of claim against Mail Service with regards to accountable and regular mail.

Delivery and Notification

- **4.** Applicant agrees that once Mail Service has placed Applicant's mail, small packets and dated mail service notices in the assigned mailbox, the mail and such notices shall be deemed to having been delivered, with no contest in regards to such delivery. Mail Service is not responsible for loss, theft or failure of the U.S. Postal Service, UPS or any other courier to deliver mail and packages in a timely fashion or undamaged condition.
- **5.** Applicant agrees to keep Mail Service informed of his/her current phone number facilitating Mail Service's **phone notification service**. Once informed by phone with an accompanying written notice being placed in the mailbox, Applicant agrees to have been notified with no contest and to pick up the oversized item within forty-eight (48) hours of such notification during posted store counter hours. After that time Applicant agrees to pay a fifty (50) cents per day storage charge applicable to each and every package addressed to Applicant. With scheduling conflicts due to travel or conflicting working hrs, packages may be released to a designated pick up agent as long as Applicant notifies Mail Service in writing or by phone.

Mailing Address

6. Applicant shall either use **PMB** or the number symbol (#) before his/her box number in the mailing address. **No other designation is valid**—e.g. suite, apt. p.o. box, room, studio etc. If Applicant does not comply with this required address protocol as outlined by the U.S. Postal Service, he/she runs the risk of having <u>mail returned to the sender</u>, and in the case of flagrant non-incidental violations, cancellation of mail receiving services. Consequently Applicant shall indemnify Mail Service from any loss suffered thereof. Applicant is responsible for notifying all correspondents, publishers, governmental agencies, utility companies and any other concerned parties of his/her correct mailing address below:

Your Personal and Business Name(s)			
333 Washington Boulevard PMB	_ or	#	
Marina del Rev. CA 90292-5136	_		

- **7.** Applicant understands that the relationship of the parties hereto is one of bailment and not landlord tenant. The key loaned to Applicant shall remain the property of Mail Service. There is a \$15. non-refundable deposit covering setup and onetime final forwarding charge.
- **8.** Applicant agrees to abide by Mail Service in-house rules as stated in this agreement, which are posted elsewhere at Mail Service's location and web site as well as Local, State or Federal statutes and regulations. Failure to do so may result in a thirty (30) day written notice of cancellation of mail receiving services. Applicant is encouraged to review Mail Service's e web site (postalmasters.com) for changes in procedures policy and pricing.
- **9.** 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, and any expense incurred in a defense of same shall be reimbursed by Applicant. Should Mail Service commit or fail to commit any act which 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.

Payment

10. Mailbox rental fees are calculated on a quarterly (3 month) billing cycle and are due and payable in advance and notice thereof will be placed in Applicant's mailbox. No other notice is required. Applicant shall take note of his/her quarterly billing cycle as failure to pay rental fees when due may result in the assessment of a \$10. late fee. There is a five (5) day grace period. Ten (10) days after the due date, however, mail service will be suspended from Applicant's mailbox and such mail will be held at the front counter. After fifteen (15) days of that due date, a thirty day "notice of service cancellation" will be served to same mailbox and go into effect. Please note that Mail Service does not accept partial payments, prorated fees or provide refunds in the event of cancellation of service by either party.

Forwarding

11. Applicant fully understands that the U.S. Postal Service does not forward mail from a commercial mail receiving center (cmra) and will not accept a change of address form. Applicant is advised to inform all concerned parties, well in advance of anticipated mailbox closing, of his/her new mailing address. Important! After closing or cancellation of service, Applicant's mail will no longer be available for pickup at the front counter. If Applicant wishes mail forwarded after termination, he/she shall provide Mail Service with 1) a forwarding address in writing e.g. Cancellation of Mail Receiving Services Form available at the counter and 2) payment for postage and forwarding fees as determined by Mail Service (See attached schedule.). If Applicant fails to do this, Mail Service shall refuse any further mail and, in the case of mail already received, handle such mail in accordance with USPS DMM D042.2.6 regulations.

A. ____ Forward first class mail to a new mailing address:

Forwarding Deposit: \$ 10.00 (applied from original set-up fee.)

Forwarding Dates:

At the termination of mail receiving services, Applicant hereby instructs Mail Service to:

B. ____ Handle such mail in accordance with USPS DMM DO42.26 regulations

Acknowledgment

12. By signing below, Applicant acknowledges having read all of the above terms (1-12) including the attached service fee price schedule, agrees to abide by these operational regulations and is in full agreement to their enforcement for the efficient processing of his/her mail.

Agent Signature	Date	Applicant Signature	Date