

Application For Mailbox Rental

This Agreement made on (date) _____ between

_____ hereinafter referred to as "Applicant", and

MAIL CENTER, USA

hereinafter referred to as "Mail Service",

shall be governed by the following terms to which each party agrees:

1. By completing this form and **USPS Form 1583**, a copy of which will be made available to the United States Postal Service, applicant appoints Mail Service as agent for the receipt for a period not to exceed that for which rent has been paid in advance. Applicant will pick up mail at least once each month or make other suitable arrangements, in advance, with Mail Service. Mail Service will provide a lockbox key to applicant who may obtain his mail during the business hours posted by Mail Service. Should applicant appoint another person or organization. Mail Service shall assume that possession of a key is evidence of authority to collect mail.
2. The key loaned to applicant shall require a refundable cash deposit, and remains the property of Mail Service and shall not be duplicated or modified by applicant. The key deposit shall be refunded upon return of the key within ten (10) days of termination of service. 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 in the assigned lockbox, the mail shall be deemed to have been delivered, and Mail Service shall not be responsible for loss, theft or damage. Mail Service is not engaged in the delivery of mail and cannot be responsible for failure of the United States Postal Service to deliver mail or to deliver it in a timely fashion or undamaged condition.
4. Applicant agrees to use services in accordance with Mail Service rules and in compliance with all 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 notice, 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 will not be accepted for more than three (3) persons or Organizations in a single lockbox and each must complete a USPS Form 1583 and provide photo identification. If applicant consistently receives substantially more mail than can be placed in a single lockbox. 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. An 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 will be retrieved within 24 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 termination of service.
7. Applicant agrees to protect, indemnify and hold harmless Mail Service from and against any and all claims, demands and causes of action any nature whatsoever relative to use of Mail Service facilities or services.
8. Should Mail Service or its agents commit or fail to commit any 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.
9. Per USPS regulations, certified, registered, insured, mail or parcels will be accepted by Mail Service on the behalf of applicant. Mail Service refuses acceptance of any COD packages on behalf of the applicant or any other holders of the mailbox.
10. Mail Service fees are due and payable **in advance** and notice thereof will be placed in applicant's lockbox. No other notice will be required. Failure to pay such fees when due may

result in disruption or cancellation of services **Failure to pay mailbox rental fees in advance will result in late charges of \$10.00 in addition to monthly rental charges. Mail Service does not prorate fees and does not provide refunds in the event of cancellation by applicant**

11. Applicant shall use only the address designation "PMB" or "#" to designate their address. **NO OTHER DESIGNATION IS VALID.** Specifically excluded is the use of apt., dept., or other designators. 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 above address. The address to be used by applicant for the purpose of receiving mail is as follows:

Applicant's Name or Business Name
PMB# _____ or# _____
8739 Bandera Road, Suite 103
San Antonio, TX 78250

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 he/she 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 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.

Agent

Applicant

Termination Addendum

At termination of service, I hereby instruct Mail Service as follows (Selection #1 or #2 must be selected at commencement of the initial rental period):

1) Forward my mail to new address. In consideration thereof, I place the following credit card information on file for the purpose of forwarding my mail:

Credit Card Type: _____

CC#: _____

Expiration Date (month/year): _____

Initials: _____

2) Do not forward my mail. I understand that mail will not be forwarded and will be disposed of.

Initials: _____