

MAILBOX RENTAL CONTRACT – Pack & Mail Mailing Centers

This agreement made (date) _____ by and between _____, hereinafter referred to as “Applicant” and **Pack & Mail**, shall be governed by these 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 Pack & Mail as agent for the receipt of mail and parcels for a period not to exceed that for which rent has been paid in advance. Applicant will pick up mail in a timely fashion or make other suitable arrangements in advance. Pack & Mail will provide a box key to applicant who may obtain his mail during the business hours posted. Should applicant appoint another person or organization, Pack & Mail shall assume that possession of a key is evidence of authority to collect mail.
2. The mailbox and front door keys loaned to applicant shall require a refundable cash deposit, remain the property of Pack & Mail, and shall not be duplicated. The key deposit shall be refunded upon return of the key/s and payment of any balance owed 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.
2. Pack & Mail cannot be responsible for failure of the USPS or any carrier to deliver mail or parcels in a timely fashion or undamaged condition. Once mail is placed in the box, it shall be deemed to have been delivered, and Pack & Mail cannot be responsible for loss, theft, or damage.
4. Applicant agrees to use services in accordance with Pack & Mail rules and all USPS regulations, as well as all local, state and federal statutes and regulations. Failure to do so will result in cancellation of service without notice, refund, or mail forwarding.
5. Information provided by applicant will be kept confidential by Pack & Mail, and will not knowingly be disclosed without applicant's prior consent, except for law enforcement or postal operation purposes when a subpoena or warrant is presented, in which case Pack & Mail intends to cooperate fully with the appropriate authorities. Law enforcement is further clarified to include all city, county, state or federal agencies or their authorized representatives acting in an official capacity.
6. Mail will be accepted for those persons who have successfully completed a USPS Form 1583 and provided photo and other required identification. If applicant consistently receives more mail than can be placed in a single box, Pack & Mail reserves the right to require applicant to rent a larger box or an additional box. 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, dangerous, or illegal material will be delivered to applicant. Applicant may receive up to 10 pieces per month that are too large for the box without additional charges. Failure to adhere to any of these parcel delivery stipulations may result in termination of service or additional charges.
7. Applicant agrees to protect, indemnify and hold harmless Pack & Mail from and against any and all claims, demands and causes of action of any nature whatsoever relative to use of Pack & Mail facilities or services, and any expense incurred in a defense of same shall be reimbursed by applicant.
8. Should Pack & Mail commit or fail to commit any act which results in disruption of service and applicant thereby suffers a loss, Pack & Mail's liability shall be limited to not more than the rental fees paid by applicant for service not yet received. Pack & Mail shall not be liable for incidental or consequential damages.
9. COD items will be accepted if prior arrangements are made, and if full, advance payment is left with Pack & Mail. Per USPS regulations, as customer's agent for receipt of mail, Pack & Mail will sign for and accept all mail, including insured, registered and certified documents. If customer refuses to accept any such mail, customer shall pay postage and other fees associated with refusal and return.

- 10. Mailbox service fees are due and payable in advance. There will be no prorations or refunds for cancellation of any service. Accounts are delinquent after the due date and mail will be held pending payment. Mailbox rental will be automatically renewed for the same term unless notice is received in writing of cancellation before the expiration date of the current rental period. Notice will be placed in applicant's box, and no other notice will be required or provided.
- 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 suite, apt, dept, or other designators. The USPS 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 receiving mail is as follows:

Applicant's Name or Business Name
 1250 Front Street, # _____ (or PMB _____)
 Binghamton, New York 13901-1043

- 12. Upon termination of services by Pack & Mail or failure to pay rent in advance by applicant, Pack & Mail shall not make applicant's mail available without payment theretofore. Applicant's mail will be made available upon payment of all past due balances. Mail will be held in accordance with USPS DMM regulations. Applicant understands that the United States Postal Service will not forward or return mail without payment, and will not accept a Change of Address form. If applicant wishes mail forwarded after termination of service, he shall provide Pack & Mail with a forwarding address and pay the necessary postage and fees. In the event applicant fails to do this, Pack & Mail shall refuse all further mail. Pack & Mail cannot forward mail without prior payment of forwarding postage.
- 13. At termination of service, I hereby instruct Pack & Mail as follows:
 _____ Forward my mail to new address. In consideration thereof, I agree to pay all forwarding postage and fees.
 _____ Do not forward my mail. I understand that mail will not be forwarded and may be disposed of.

Signature of Applicant

Date

BOX SIZE _____ **TERM** _____ **RATE** _____

MAILBOX # _____