



monthly Mailbox service fee) for 6 months in advance. It is Customer's responsibility to make arrangements with MMCA to identify any mail forwarding needs prior to the expiration, cancellation or termination of this Agreement.

- b. Discard or destroy any "Unsolicited Mail" (e.g., bulk mail; mail addressed to "occupant," "current resident" or similar designation; or coupons, advertising or other promotional material) delivered to or remaining at MMCA.
 - c. Should Customer fail to provide forwarding information and fees, MMCA will retain Customer's mail, other than Unsolicited Mail, at MMCA 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, the Security Deposit will be applied to the first thirty (30) days MMCA retains Customer's mail. After such time, any mail or package may be discarded or destroyed and further mail will be refused and given back to the post office. In order to pick up any mail during the six (6) month period after termination/expiration of this agreement, Customer must pay a storage fee (per 13a) plus a service fee of \$5.00 each time Customer visits MMCA to pick up mail.
 - d. Refuse any package addressed to Customer delivered by any party other than the U.S. Postal Service, such as a licensed commercial courier service.
14. Six (6) months after the expiration, cancellation or termination of this Agreement, the MMCA may:
 - a. Refuse any mail or package addressed to Customer and delivered to MMCA.
 - b. Discard or destroy any of Customer's mail or package delivered to or remaining at MMCA at such time.
 15. Customer agrees to protect, indemnify and hold harmless MMCA from and against any and all claims, demands and courses of action of any nature whatsoever relative to use of MMCA facilities or services, and any expense of MMCA incurred in a defense against same shall be reimbursed by Customer.
 16. In the event MMCA commits or fails to commit any act which results in disruption of service to Customer, and Customer hereby suffers a loss, MMCA's liability shall be limited to but not more than the rental fees paid by Customer for service not yet received.
 17. The term of this Agreement shall be the initial period paid for by Customer and any renewal period paid for by Customer from time to time. Renewal of this Agreement for additional terms shall be at MMCA's sole discretion.
 18. As customer's authorized agent for receipt of mail, MMCA will accept all USPS mail, including registered, insured and certified items. As for all other types of deliveries, MMCA shall only be obligated to accept mail, or packages delivered by licensed commercial courier services that require a signature from MMCA as a condition of delivery. Customer must accept and sign for all mail and packages upon the request of MMCA. Packages (including excess mail) not picked up with five (5) days of notification will be subject to a storage fee of \$2.00 per day per package, which must be paid before customer receives the package. In the event customer refuses to accept any mail or package, MMCA 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 check form, no credit card) in advance is provided to MMCA. A fee of \$2.50 is charged for each COD.
 19. No packages, parcels, documents or mail will be accepted from any unlicensed carrier, messenger or person. No personal deliveries will be accepted.
 20. MMCA fees are due and payable in advance. Failure to pay such fees when due may result in disruption or cancellation of services. MMCA does not prorate its fees and does not provide refunds in the event Customer cancels service prior to its agreed upon expiration. A \$10.00 late fee will be added to all rents which are five (5) days past due. MMCA reserves the right to decrease or increase rental fees without notice.
 21. MMCA reserves the right to refuse renting a mailbox to anyone.
 22. Customer agrees that MMCA 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 MMCA 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 MMCA or MMCA's employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any person authorized by Customer to use the Mailbox will be attributed to Customer.
 23. CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF MMCA, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$90.00 REGARDLESS OF THE NATURE OF THE CLAIM.

I hereby acknowledge my agreement to the above terms and conditions.

Customer Signature

Date