

Mail and More in California Mailbox Service Agreement

2355 Westwood Blvd. Los Angeles, CA 90064 Tel: 310-470-6423 Fax: 310-470-9616

CUSTOMER NAME: _____
COMPANY NAME: _____
ADDRESS: _____
HOME PHONE: _____ WORK or CELL PHONE: _____
Email: _____

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 (“Mailbox”) at Mail and More in California. (hereinafter MMCA) and shall be governed by the terms set forth herein.

1. Customer agrees that Customer will not use the MMCA premises or services for any unlawful, illegitimate or fraudulent purpose or for any purpose prohibited by U.S. 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 U.S. Postal Service form 1583 to be authorized to receive mail or packages at the Mailbox.
2. This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583 shall be disclosed upon request of any law enforcement or other governmental 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.
3. Upon signing this Agreement, Customer shall provide two forms of valid (current) identification, one of which shall include a photograph. Home address verification is required per the U.S. Postal Service Regulations (via utility bill, voter registration, deed, lease, etc.). Mailbox key shall be released only upon submission of IDs and address verification.
4. By signing this agreement and completing Form 1583, a copy of which will be made available to the United States Postal Service, Customer appoints MMCA as agent for the receipt of mail for a period not to exceed that for which rent has been paid in advance.
5. Access to Customer’s mailbox will be provided during the business hours posted by MMCA. Should Customer appoint another person or organization to collect mail from MMCA premises, Customer shall be responsible for the conduct of such person or organization. Possession of a 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, MMCA 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.
6. Customer agrees to pay a security deposit, and applicable Mailbox service fees. Mailbox service fees are all due and payable in advance and Customer agrees that MMCA may hold mail and packages pending payment. There will be no prorations or refunds for cancellation of any service.
7. The key loaned to Customer remains the property of MMCA and shall not be duplicated or modified by Customer. Customer shall be refunded the key deposit upon return of the key, except when Customer is in default, the key deposit will then be forfeited. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of \$10.00. There is a non-refundable \$3.00 charge for each duplication of your mailbox and/or front door keys.
8. Customer understands that the relationship of the parties hereto is one of bailment and not landlord and tenant.
9. Once MMCA has placed Customer’s mail in the assigned mailbox, the mail shall be deemed to have been delivered to Customer and MMCA shall not be responsible for loss, theft or damage thereto. MMCA 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.
10. Customer agrees to use MMCA services in accordance with these rules and in compliance with all U.S. Postal regulations. Failure to do so may result in cancellation of service without notice.
11. All information provided by Customer on this form is confidential and will not knowingly be disclosed to anyone without Customer’s prior consent, except for law enforcement purposes, postal inspectors and/or postal representatives, also as per all current postal regulations (may change without notice).
12. Mail will be accepted for three (3) persons or organizations in a single mailbox. Additional names may be added with a \$3.00 per name per month charge. Customer agrees to accept full responsibility for additional persons listed on Customer’s 1583 form. Mailbox services fees and other related fees states herein are subject to change. In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to MMCA’s reasonable judgment, MMCA may require Customer to upgrade to a larger size mailbox and pay any additional charge or MMCA may increase the Mailbox service fees.
13. Upon expiration, cancellation or termination of this Agreement, MMCA will:

- a. Forward Customer's mail for six (6) months, provided Customer pays the postage, packaging material, storage, and forwarding service fees in advance. Customer must pay the storage fees (equivalent to the 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 fifteen (15) 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 MMLA, 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