

CUSTOMER NAME: \_\_\_\_\_ PMB: \_\_\_\_\_

COMPANY: \_\_\_\_\_ E mail: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
Street City State Zipcode

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

1. This Mailbox Service Agreement (the "Agreement") is made and entered into by the mailbox service customer ("Customer") identified above for the use of and services related to a mailbox (the "Mailbox") at Mail and More on Hollywood (the "Center") under the terms set forth herein.
2. 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 the Center's sole discretion. Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitimate or fraudulent purpose or for any purpose prohibited by law or regulation. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state and local laws. This Agreement, California Acknowledgment and U.S. Postal Service Form 1583 ("Form 1583") shall remain confidential, except that all forms, documentation and identification may be disclosed upon request of any law enforcement or other governmental agency, or when legally mandated. Upon request of the Center, Customer agrees to complete all necessary documents and to sign an updated version of this Agreement and Form 1583. **EACH INDIVIDUAL AND ENTITY MUST COMPLETE A SEPARATE U.S. POSTAL SERVICE (USPS) FORM 1583 TO BE AUTHORIZED TO RECEIVE MAIL AND/OR PACKAGE(S) AT THE MAILBOX. CUSTOMER UNDERSTANDS AND AGREES THAT ANY MAIL AND/OR PACKAGE(S) RECEIVED TO ANY INDIVIDUAL AND/OR ENTITY WITHOUT FORM 1583 COMPLETED WILL BE REFUSED AND RETURNED TO SENDER.** (INITIAL \_\_\_\_\_)
3. Upon signing this Agreement, Customer shall provide two forms of valid and current identification, one of which shall include a photograph. Home address verification is required per the USPS regulations (e.g., current electric bill, gas bill, deed, lease, etc.). Customer agrees to allow all identification and home address verification documents to be photocopied and retained by the Center. Customer agrees to inform the Center of address and phone number changes. Mailbox key shall be released only upon submission of identifications and address verification. Possession of the 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, the Center 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.
4. For all charges and fees referred in this Agreement, please see the Center's current Mailbox Service Schedule of Fees, "Schedule of Fees." This Agreement, Schedule of Fees and other related fees stated herein may be amended or modified at any time at the Center's sole discretion without notice.
5. Customer agrees to pay an initial set-up fee, a security deposit, and applicable Mailbox service fees. The Center will automatically apply the security deposit toward mailbox service fees in arrears or toward mail retaining costs as outlined in this Agreement. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may hold mail and packages pending payment. There will be **no pro-ration or refunds for cancellation** of any service fees paid. Customer agrees to pay a late fee per month if any payment is not received in advance of due date. (Please see our current Schedule of Fees.)
6. Mailbox service fees are primarily based upon the size of mailbox rented, the number of individuals or entities registered, and the volume of mail/packages received on behalf of Customer. It is the responsibility of Customer to inform the Center of expected high volume of mail or packages. In the event Customer receives a higher than average volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center will increase the Mailbox service fees. The Center reserves the right to prorate rent for previous periods for higher than average volume of mail/packages received. Please refer to the current Schedule of Fees.
7. Packages (including excess mail) not picked up promptly will be subject to a per diem storage fee per package (See current Schedule of Fees). Said storage fees may vary depending on the size and duration of storage. Storage fees must be paid before Customer may claim mail and/or package(s). Due to the limited space, large shipments may be subject to storage fees within one (1) day of delivery to the Center. In the event Customer refuses to pickup any mail or package, the Center 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 the Center. A handling fee is charged for each COD. (See current Schedule of Fees) **NO PACKAGE(S), PARCEL(S), ITEM(S), DOCUMENT(S), OR MAIL WILL BE ACCEPTED FROM ANY UNLICENSED CARRIER, ENTITY OR PERSON. PRIOR ARRANGEMENTS MUST BE MADE BY CUSTOMER WITH CENTER. FOR SUCH DELIVERIES TO BE ACCEPTED BY CENTER.**
8. Customer acknowledges that upon expiration, cancellation or termination of this Agreement, **USPS WILL NOT FORWARD MAIL AND WILL NOT ACCEPT A CHANGE OF ADDRESS ORDER.** Upon expiration, cancellation or termination of this Agreement, the Center will:
  - Re-mail (i.e., 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 twice the then monthly Mailbox service fee) for 6 months in advance. It is Customer's responsibility to make arrangements with the Center to identify any mail forwarding needs prior to the expiration, cancellation or termination of this Agreement.
  - Discard or destroy any "Unsolicited Mail" (e.g., bulk mail; mail addressed as "occupant," "current resident" or similar designation; or coupons, advertising or other promotional material) delivered to or remaining at the Center.
  - Retain Customer's mail, other than Unsolicited Mail, at the Center 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 the Center retains Customer's mail. After such time, any mail or package may be discarded or destroyed. In order to pick up any mail during the six (6) month period, Customer must pay a storage fee (equivalent to twice the then monthly Mailbox service fee) in advance, plus a mail pick up fee each time Customer visits the Center to pick up mail. (See current Schedule of Fees)
  - Refuse any package addressed to Customer delivered by any party other than the USPS, such as a licensed commercial courier service.
9. Six (6) months after the expiration, cancellation or termination of this Agreement, the Center may:
  - Refuse any mail or package addressed to Customer and delivered to the Center.
  - Discard or destroy any of Customer's mail or package delivered to or remaining at the Center at such time.

10. Customer agrees that the Center 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 the Center 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 the Center or the Center'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.
11. Any written notice to Customer required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Customer's Mailbox or at the time personally delivered to Customer. In the event of a termination notice based upon abandonment of the Mailbox, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial courier service or the USPS for next day delivery, or (b) five (5) days after placement in the U.S. Mail by Certified Mail, Return Receipt Requested, postage prepaid and addressed to Customer at Customer's address as set forth in Form 1583, or on the date of actual receipt, whichever is earlier.
12. As Customer's authorized agent for receipt of mail, the Center will accept all USPS mail, including registered, insured and certified items. As for all other types of deliveries, the Center shall only be obligated to accept mail, or packages delivered by licensed commercial courier services that require a signature from the Center as a condition of delivery. Unless prior arrangements have been made, the Center will not accept delivery from a private individual. Customer must accept and sign for all mail and packages upon the request of the Center.
13. Customer shall use the mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. The "PMB" or "#" must be used. Specifically excluded are the uses of "Suite," "Apt.," "Dept.," or other such designations. The USPS may refuse to deliver any mail that does not include the PMB or # sign designation, and may return improperly addressed mail to the sender endorsed "Undeliverable as Addressed."
14. "SMALL PERSONAL" BOXES may include one person's name. "SMALL BUSINESS" BOXES may include one business name. Thereafter, there is an additional charge per name. A limit of 3 names applies for a small box. "MEDIUM" and "LARGE" BOXES may have up to two (2) business names at no additional charge. Thereafter, there is an additional charge per name. A limit of 5 names applies for medium and large boxes. All individuals and entities must complete a separate Form 1583 per USPS Regulations. Please refer to the Center's current Schedule of Fees for additional charges.
15. KEYS/ENTRY CODE: There is a non-refundable charge for duplication of your mailbox key and a non-refundable charge for each personalized front door access code. (See current Schedule of Fees)
16. SECURITY DEPOSIT: The security deposit will automatically be applied to the 30 days the Center retains Customer's mail following the expiration of term. See Section 5. If Customer wants the security deposit refunded, the following conditions must be met. On or before the expiration of the current term, Customer must return all keys, pay all sums owed to the Center, and either complete the Center's Mailbox Closing Form, or notify the Center in writing to return to sender, discard or destroy all of Customer's mail delivered to the Center following the end of the term. The Center will not retain Customer's mail for any duration following the end of the term if Customer elects this option.
17. Customer is responsible for bringing the Mailbox key to retrieve the contents from the Mailbox. Center reserves the right to charge a fee when Customer requests Center to retrieve the contents of Customer's Mailbox. In the event the Mailbox lock is changed at Customer's request, Customer agrees to pay a fee for this service.
18. Customer agrees to protect, indemnify, defend and hold harmless the Center and their respective affiliates, parent corporation, franchisees, officers, directors, agents and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims and causes of action for personal injury or property damage arising from such use or possession, from failure of the USPS or any commercial courier service to deliver on time or otherwise fail to deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, and from any violation by Customer of applicable federal, state or local laws. **CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THE CENTER, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$50.00 REGARDLESS OF THE NATURE OF THE CLAIM. (INITIAL \_\_\_\_\_)**

CUSTOMER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**HOW DID YOU HEAR ABOUT US?**

- |   |  |
|---|--|
| <input type="checkbox"/> Yellow Pages                                       | <input type="checkbox"/> Have used mailbox services before |
| <input type="checkbox"/> Passing By   | <input type="checkbox"/> Internet                          |
| <input type="checkbox"/> Friend   | <input type="checkbox"/> Other _____                       |
| <input type="checkbox"/> Referred by current mailbox Customer (name): _____ |  |
| Please give us his/her name so that we may say thank you.                   |  |

|  |  |
|--|--|
| TO BE COMPLETED BY MAIL AND MORE ON HOLLYWOOD<br>AUTHORIZED CENTER REPRESENTATIVE: | SIZE OF MAILBOX: Small Medium Large<br>MAILBOX NUMBER: _____ |
| NAME: _____  | DATE: _____  |