

# Mailbox Rental Agreement

This Agreement made (date) \_\_\_\_\_ by and between  
hereinafter referred to as "Applicant", and Eugene Mailbox Inc., herinafter referred to as "Mail  
Service", shall be governed by these terms to which each party agrees for the period beginning on  
05-03-2014 and ending on 06-03-2014...

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## Articles of the Agreement

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 remains the property of Mail Service and shall not be duplicated or modified by applicant. The key shall be returned 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. Applicant must use the key to access lockbox to retrieve mail. If key is lost, applicant will order a replacement key from Mail Service for a fee of \$3.00. As a courtesy, mail can be retrieved by Mail Service employee and handed to applicant if the applicant does not have their key. A fee of \$1.00 per occurrence for frequent requests of mail retrieval without the key. A fee of \$5.00 will be assessed if applicant requests a lock change.

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 or other such courier, to deliver mail or parcels or to deliver 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 one (1) business or three (3) persons in a single lockbox and each person must complete a USPS Form 1583 and provide acceptable identification. If applicant consistently receives substantially more mail than can be placed in a standard 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 or freight deliveries will be made, that parcels will be retrieved within seven (7) days 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. If a provision of this agreement is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this agreement.

8. Should Mail Service commit or fail to commit any act which 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, or C.O.D. mail or parcels will be accepted by Mail Service on the behalf of applicant. Full, advance payment of C.O.D. charges must be made to Mail Service prior to acceptance of C.O. D. packages.

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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. Payment after the 7th of the month in which the term expires will result in the assessment of a \$2.00 Late Fee. Failure to pay such fees by the 15th of the month in which the term expires may result in disruption or cancellation of services. Mail Service does not prorate fees and does not provide refunds in the event of cancellation by applicant.

11. 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 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.

12. 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 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:

### ***Termination Addendum***

At the termination of this rental contract, I hereby instruct the CMRA as follows:

\_\_\_\_\_ Forward my mail to new address. In consideration thereof, I place \$ \_\_\_\_\_  
deposit to be used for this purpose.

\_\_\_\_\_ Do Not Forward my mail. I understand that mail will not be forwarded and may be disposed of.

Signature \_\_\_\_\_ dtd \_\_\_\_\_