

APPLICATION FOR MAIL BOX RENTAL

This agreement, made on _____ (Date) by and between Postal Palm Springs (PPS) and

hereinafter referred to as "Applicant" and PPS, shall be governed by these terms to which each party agrees.

By completing this form, and the USPS Form 1583 (a copy of which will be forwarded to the US Postal Service as per US Postal Regulations), the Applicant appoints Postal Palm Springs as their agent for the receipt of mail or parcels for a period not to exceed that for which rent has been paid in advance. Applicant understands that separate forms are required for each individual or business listed to receive mail in the Box PPS will provide. Applicant shall inform PPS if their physical residence and/or physical business address of record changes, as well as if their respective telephone number(s) and email addresses are changed during the term of their box rental. Such notification must be made within Thirty (30) days of such change. Upon notification of the change(s), appropriate paperwork in compliance with U.S. Postal Regulations shall be completed by PPS.

PPS will provide a key to a box from which the Applicant may obtain their mail and/or parcels. Access to the Applicant's box will be provided during the regular business hours that have been posted unless Applicant subscribes to 24/7 access. If the Applicant appoints another person/organization to collect mail from PPS premises, or allows another entry into PPS, Applicant shall be responsible for the conduct of such person or organization while they are on premises. PPS shall assume that possession of the key and/or fob is evidence of authority to collect mail and/or parcels.

The key and fob for 24/7 access loaned to the Applicant remain the property of PPS, and shall not be duplicated or modified by the Applicant. If additional keys and/or fobs are required, PPS will provide a secondary key and/or fob, plus collect an additional key and/or fob deposit. Key(s)/fob(s) must be returned upon the date of cancellation or termination of service. The Applicant will be refunded the deposit upon return of the key(s)/fob(s) upon their respective return, except when the Applicant is in default or their box has been terminated. Then the key/fob deposit(s) will then be forfeited.

Applicant understands that the relationship of the parties hereto is one of bailment and not landlord and tenant.

Once PPS has placed Applicant's mail in the assigned box, or a notice that a package/mail is waiting, the item(s) shall be deemed delivered to the applicant and PPS shall not be liable in any way for loss, theft or damage thereto. PPS is not engaged in the delivery of mail, and cannot be responsible for failure of the United States Postal Service, couriers, and common carriers to deliver mail/packages or to deliver it in a timely fashion or undamaged condition.

Mail will not be accepted for more than Three (3) persons in a "Personal" size box (minors are in addition to the Three (3) adults limit); for not more than Three (3) persons or Three (3) entities or combination thereof in a "Business" size box; for not more than Three (3) persons and Three (3) entities or combination thereof in a "Corporate" box. If applicant consistently receives substantially more mail than can be placed in a single box, PPS reserves the right to require rent or pay for a larger size box or Applicant may rent 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 may 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 deliveries will be made, that when possible parcels will be retrieved within 24 hours 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 services.

Applicant agrees to protect, indemnify and hold harmless PPS from and against any and all claims, demands and courses of action of any nature whatsoever relative to use of PPS facilities or services, and any and all expense of PPS incurred in a defense against same shall be reimbursed by Applicant. Should PPS commit or fail to commit any act which results in disruption of service and applicant thereby suffers a loss, PPS's liability shall be limited to not more than the rental fees paid by applicant for service not yet received. PPS shall not be liable for incidental or consequential damages.

Per U.S.P.S. regulations, certified, registered, insured mail/parcels will be accepted by PPS on behalf of the Applicant. C.O.D. mail and/or parcels will **NOT** be accepted by PPS unless Applicant provides advance notice and advance payment of the C.O.D. charges.

PPS fees are due and payable in advance, and notice thereof will be placed in Applicant's box. No other notice will be required. Failure to pay such fees, when due, may result in the disruption or cancellation of services. PPS does not provide refunds in the event of cancellation by Applicant. At termination of services by PPS, or failure to pay rent in advance by Applicant, or upon any fees/charges due by Applicant to PPS, PPS shall not make Applicant's mail available without payment theretofore. A \$15.00 late fee will be added to all rents which are Ten (10) days past due. Further, access to the box and/or 24/7 access may be restricted if any fees are due.

PPS reserves the right to decrease or increase box rental fees without notice. If fees are to be changed, PPS will provide Thirty (30) days notice. PPS reserves the right to refuse renting a box to anyone and/or entity.

Applicant agrees to use services in accordance with PPS rules and in compliance with U.S. Postal Regulations, as well as local, State and Federal statutes and regulations. Failure to do so may result in cancellation of services without notice or refund. Your privacy is important to us. All information provided by Applicant is confidential and will not knowingly be disclosed to anyone without Applicant's prior consent, except for law enforcement or postal operation purposes, in which case PPS intends to cooperate fully. Law enforcement is further clarified to include all City, County, State or Federal agencies or their representatives. Applicant further agrees that PPS may terminate or cancel this agreement for good cause at any time. Good cause shall include, but is not limited to: 1) Abandonment, 2) use for criminal, illegal, or illegitimate activity, 3) failure to pay moneys owed, 4) use of box/facilities inconsistent with this agreement, including receipt of unreasonable volume of mail, and 5) nonperformance of the terms of this agreement. Renewal for additional terms shall be at PPS's sole discretion.

After the expiration of this rental agreement or upon termination of the agreement for failure to pay rent, some of your mail may still be delivered to this address. **Applicant understands that the U.S.P.S. will not forward or return mail without payment, and will not accept a Change of Address.** You must notify all senders of your new address. You have Two (2) options as to how you want this mail handled:

- Forward Applicant's mail for _____ month(s) after service has ended. Applicant agrees to prepay for these services upon closure or leave a credit card on file with PPS. After this period of time, Applicant understands that their mail will be refused and given back to the U.S.P.S.
- No, do not forward Applicant's mail. Applicant will pick up mail, Once (1), Thirty days after, but no greater than 45 days after, the closure of the box. I will notify all correspondents of mine as to my new address. After this period of time, I understand that my mail will be refused and given back to the U.S.P.S.

Applicant shall not use the designation "P.O. Box", as part of Applicant's address, but must instead use "PMB" designation or the "#" sign. Applicant is responsible for notifying all correspondents of their new address. Furthermore, all mail/packages to be delivered to Application explicitly **MUST** have the correct box number listed on the mail, or Applicant's mail is not guaranteed to be distributed into the Applicant's box and may be returned to sender. This is the sole responsibility of the Applicant, and Applicant recognizes that any mail/packages without a box number, or with the wrong box number, may be treated as incorrectly addressed and acknowledges that it is not the responsibility of PPS to research the correct address. We will try our best, but any time mail/packages are correctly distributed by PPS, when they are addressed incorrectly, is not to be construed as part of the normal obligations of PPS.

Applicant

for POSTAL PALM SPRINGS

ACKNOWLEDGMENT FOR CALIFORNIA PRIVATE MAILBOX CUSTOMERS

This acknowledgement is required by Section 17538.5 of the Business and Professions Code of the State of California.

Any person obtaining private mailbox receiving services in the State of California must read and acknowledge receipt of the following statement, which is to be kept on file at this CMRA, and will be made available, upon demand, to the Department of Consumer Affairs or any law enforcement agency conducting an investigation.

By obtaining use of a private mailbox receiving service in the State of California, I acknowledge that:

1. I am obligated to disclose my actual home address or place of residence on a USPS Form 1583 or other form as may later be developed and I further agree that I will provide prompt written notice to this CMRA of any subsequent change in my home address or place of residence.
2. By signing below, I irrevocably authorize this CMRA to act as my agent for service of process to receive any legal documents that may be served upon me. This authorization shall continue from the date of this agreement until two years after my mail receiving service has been terminated. I understand that this CMRA will (A) place a copy of the documents or a notice that the documents were received into my mailbox or other place where I usually receive my mail, unless my mail receiving service has been terminated, and (B) send all documents by first-class mail to the home or other address last known to the CMRA.
3. I further acknowledge that I understand that the use of a private mailbox receiving service for commercial purposes in the State of California requires the user to comply with all applicable laws, including Section 17538.5 of the Business and Professions Code and laws prohibiting unfair competitions and false advertising as set forth in Section 17200 and 17500 of the Business and Professions Code. Violation of these laws may result in civil or criminal penalties or both.

I understand that the United States Postal Service Form 1583 that must be prepared for each private mailbox receiving service customer shall be delivered to the local United State Post Office and a copy of the form must be retained by the CMRA and made available upon demand to the Department of Consumer Affairs or any law enforcement agency conducting an investigation.

I hereby agree to accept and abide by the foregoing requirements.

Signature

Date

NAME 1: _____ COMPANY 1: _____

NAME 2: _____ COMPANY 2: _____

NAME 3: _____ COMPANY 3: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ PHONE: _____

Email: _____

Text Messaging Address: * _____

(*Note that standard texting charges may be applied to your phone bill by your carrier.)

BOX SIZE: _____
(Personal / Business / Corporate)

PMB#: _____

TERM: _____
(3 Months (Personal Only) / 6 Months / 12 Months)

STAFF WILL ENTER THE INFORMATION BELOW.

Key Deposit: _____ (\$5. Per key)

24/7 Fob Deposit (*Optional*): _____ (\$15/fob for 24/7 Access)

Set-up Fee: \$5.00

Mailbox Rental Fee: _____

Pak Alert Fee (Included / Free) Check that customer wants service.

Mails-Up Notification (Included / Free) Check that customer wants service.

24/7 Access Fee: (*Optional*) _____ (\$2.00/month of service)

Total for 1st rental period: _____

Postal Palm Springs Agent

Applicant