



PRIVATE MAILBOX SERVICE AGREEMENT

Internal Use

Private Mailbox Number:	Date Processed:
Team Member:	<input type="radio"/> Credit Card of File

Applicant Information

Individual Name:	Admin Privileges: Yes / No	
Business Name:		
Address:		
City:	State:	Zip:
Country:	Mobile:	
Email:		

NOTE: By providing a mobile telephone number or e-mail address above, Customer (identified above and defined below) consents that Postal Palm Springs (defined below) may send Customer text or e-mail messages relating to Customer's use of Mailbox (identified and defined below). Customer's mobile carrier may assess charges to Customer as a result of such text or e-mail messages. (Message and data rates may apply.)

Private Mailbox Services

Secure Passphrase:	Box Size: Sm / Med / Lrg	Term: 6 / 12 months		
Pak Alert: Yes / No	Mail Alert: Yes / No	24/7 Access: Yes / No	Virtual Mail: Yes / No	Keys:

General Terms and Conditions

- This **Private Mailbox Service Agreement** is made and entered into by the Applicant identified above ("**Applicant**") for the use of services related to a mailbox, including key(s), key Fob(s), virtual mail login credentials, overnight lockers, and the mailbox ("**Mailbox**") at Postal Palm Springs ("**PPS**") under the terms set forth herein. Furthermore, by completing this **Private Mailbox Service Agreement**, **Applicant** agrees to the most current **Fee Disclosure Addendum** (subject to change from time to time without notice), the most current **Fee Disclosure Addendum** will be made available upon request and at www.PostalPS.com. Together, the **Private Mailbox Service Agreement(s)**, **Fee Disclosure Addendum**, **Acknowledgment(s) for California Private Mailbox Customers**, and **United States Postal Service® Form(s) 1583 ("Form 1583")** shall be "**The Agreement**". By completing and signing "**The Agreement**", the **Applicant(s)** appoint **PPS** as their agent for the receipt of mail and parcels for a period not to exceed that for which rent has been paid in advance. **Applicant(s)** acknowledge a copy of their **Form(s) 1583** will be forwarded, by **PPS**, to the US Postal Service as per US Postal Regulations. **The Agreement includes:**

- _____ **Private Mailbox Service Agreement,**
- _____ **Fee Disclosure Addendum,**
- _____ **Acknowledgement for California Private Mailbox Customers, and**
- _____ **United States Postal Service® Form 1583**

- Applicant(s)** understands that the relationship of the parties hereto is one of bailment and not landlord and tenant. **PPS** is not engaged in the delivery of mail or other carrier shipments and cannot be responsible for failure in the United States Postal Service or other carriers to deliver parcels or to deliver in a timely fashion or in undamaged condition. Once **PPS** has placed Applicant's mail in the assigned mailbox, or external image of mail uploaded to the digital mailbox account, the mail shall be deemed to have been delivered. **PPS** shall not be responsible for loss, theft, or damage beyond the value of the mailbox rental. Should **PPS** commit or fail to commit an act that results in disruption of service and **Applicant(s)** thereby suffers a loss, **PPS's** liability shall be limited to not more than the rental fees paid by **Applicant(s)** for service not yet received. **PPS** shall not be liable for incidental or consequential damages.

Applicant Signature:	Date:
Mailbox Admin Signature:	Date:

Applicant agrees to protect, indemnify, and hold harmless **PPS** from and against any and all claims, demands and causes of action of any nature whatsoever relative to use of **PPS** facilities or services.

3. **The Agreement** including **Applicant's** name, address, e-mail address, and telephone number, may be stored by **PPS**. **The Agreement** shall remain confidential, information provided by **Applicant** will not knowingly be disclosed without **Applicant's** prior consent, except for law enforcement, other government agencies, or postal operation purposes, and when otherwise legally mandated. Law enforcement is further clarified to include all city, county, state, or federal agencies or their representatives. Upon request, **Applicant** agrees to complete all necessary documents, including **Form 1583** and any required acknowledgment form relating to service of process. Applicant further agrees to sign a revised version of **The Agreement** whenever any information changes. **Applicant** shall provide written notification to **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 private mailbox 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**, signed by the **Applicant(s)**, and provided to the US Postal Service. The terms and conditions of **The Agreement** are transferrable to Postal Palm Springs beneficiaries, assignees, and/or successors.
4. The term of **The Agreement** shall be the initial period paid for by **Applicant(s)** and any renewal period paid for by **Applicant(s)** from time to time. Renewal of **The Agreement** for additional terms shall be at **PPS's** sole discretion. **Applicant** agrees that **PPS** may terminate or cancel **The Agreement** for good cause at any time by providing **Applicant** with written notice. Good cause shall include but is not limited to: 1) **Applicant(s)** abandon Mailbox; 2) **Applicant(s)** uses Mailbox for unlawful, illegitimate, or fraudulent purposes; 3) **Applicant(s)** fails to pay monies owed **PPS** when due; 4) **Applicant(s)** receive an unreasonable volume of mail or packages; 5) **Applicant(s)** engages in offensive, abusive, or disruptive behavior toward other customers of **PPS** or **PPS's** team members, carriers, agents or vendors; and 6) **Applicant(s)** violate any provision of **The Agreement**. **Applicant** acknowledges that, for the purpose of determining good cause for termination of **The Agreement**, as provided herein, the actions of any person authorized by **Applicant(s)** to use Mailbox will be attributed to **Applicant(s)**. **PPS** reserves the right to refuse service to anyone.
5. **Applicant(s)** agree to use **Mailbox** services, **PPS** services, and **PPS** premises in accordance with **PPS** rules and in compliance with U.S. Postal Regulations and in no way that may be considered unlawful, illegitimate, or fraudulent for any purpose prohibited by U.S. postal regulations. **Applicant** further agrees that any use of **Mailbox** services shall be in conformity with **The Agreement**, the **Fee Disclosure Addendum**, and all applicable federal, state, and local laws. **PPS** reserves the right to open and inspect any packages or mail which may arrive damaged or that may be otherwise of questionable integrity or legality. **Applicant(s)** further agree that parcels delivered to this address for the **Applicant(s)** will be delivered by common carrier only, that no truck line deliveries will be made, that large parcels will be retrieve within 24 hours after delivery, and that no hazardous or dangerous material will be delivered to Applicant. Deliveries that cannot fit through the door, weigh more than 50 pounds, on a pallet, or leaking will remain outside the building and be subject to the elements. These deliveries will be the **Applicant's** responsibility to protect and pick up the same day it is delivered. Any shipments that remain outside past 4 pm will be subject to a Freight Left Outside fee. **PPS** is not liable for any lost, damaged, or stolen property left outside.
6. A single mailbox may receive mail for two (2) adult (age 18 or over) persons residing at the same physical address and their minor children (under the age of 18). Additional adults living at the same physical address may be added, with the approval of **PPS**, for an additional fee. One business or organization name may be added for no additional charge. Additional business or organization names may be added, with the approval of **PPS**, for an additional fee. Entities or Persons receiving mail, including minor children, shall not exceed 5 individuals or business entities combined, without approval from **PPS**. Additional entities or persons will be subject to additional fees. Each mail name must complete a USPS Form 1583, provide approved identification, sign the **Private Mailbox Service Agreement and Acknowledgment for California Private Mailbox Customers**. These required forms must be complete and filed with **PPS** prior to receiving mail. If **Applicant** consistently receives substantially more mail and other shipments than can be placed in a single mailbox, **PPS** 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.
7. **PPS** will make every reasonable attempt to deliver incorrectly addressed mail/packages, but this is not to be construed as part of the normal obligations of **PPS**. Packages will be scanned into the tracking software immediately upon delivery from all carriers. Once packages are checked, box holders will be provided a package pick-up card distributed to their mailbox. The slip must be presented to an associate to retrieve package. Packages will not be given to customers prior to being scanned into the tracking software as **PPS** will not be held liable for any packages if they have not been scanned into the tracking software.
8. Failure to adhere to any of these parcel delivery stipulations will result in additional fees and/or termination of service. In accordance with the U.S. Postal Regulation (DMM 1.8.2 e-g) and section three (3) of **Form 1583**, **Applicant(s)** shall use only the address designation "PMB" or "#" to designate their address. Mail not addressed correctly is not guaranteed to be distributed to the **Applicant's Mailbox** and may be delayed or returned to sender by the U.S. Postal Service or **PPS**.
9. As **Applicant's** authorized agent for receipt of mail, **PPS** will accept all mail, including registered, insured, and certified items, and, if authorized on Form 1583, restricted mail (i.e., mail where the sender has paid a fee to direct delivery only to an individual addressee or addressee's authorized agent). Unless prior arrangements have been made, **PPS** shall only be obligated to accept mail or packages

Applicant Signature:	Date:
Mailbox Admin Signature:	Date:

delivered by commercial carrier services, which require a signature from **PPS** as a condition of delivery. Applicant must accept and sign for all mail and packages upon the request of **PPS**. Packages not picked up may be subject to a storage fee, which must be paid before **Applicant** receives the package. (This applies regardless of whether **Applicant** elected In-Person Retrieval or Locker Retrieval). In the event **Applicant** refuses to accept any mail or package or fails to pick up any mail or package within the maximum number days, **PPS** may return the mail or package to the sender and **Applicant** will be responsible for any postage or other fees associated with such return. If **PPS** is unable to return a package to the shipper for any reason at all, including, but not limited to, **PPS's** inability to identify the shipper or a return address, **Applicant** authorizes **PPS** to dispose of the package in accordance with state law. C.O.D. items will be accepted ONLY if prior arrangements have been made and payment in advance is provided to **PPS**. In those states where **PPS** is required by law to act as Applicant's agent for service of process, **Applicant** hereby authorizes **PPS** to act as **Applicant's** agent for service of process, and this authorization shall remain in effect for as long as this **Mailbox Service Agreement** is in effect, or as long as required by state law, whichever is later.

10. **Applicant(s)** agree loaning or giving your mailbox key(s), key fob(s), or virtual mail login credentials to someone other than a party to this agreement shall be considered authorization by **Applicant(s)** to access mailbox and view or remove any contents from **Mailbox and packages**. **Applicant(s)** agree **PPS** cannot be held liable for loaning or giving of mailbox key(s), key fob(s), or virtual mail login credentials and that **Applicant(s)** will assume full responsibility. The cost of a Key Fob and monthly service fee are non-refundable, monthly service fees will be billed on a cost per Key Fob basis. **Applicant** should safeguard Key Fobs as **PPS** shall assume that possession of a Key Fob is evidence of authority to utilize **PPS's** 24-Hour Access Service. **Applicant** will assume responsibility for their key fob(s) and will not allow others to access the Postal Palm Springs premises either by allowing them in or loaning someone use of their key fob.
11. In the event of death or incapacity of **Applicant**, **PPS** 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. Associates of **PPS** are not authorized to provide mail and packages to Customers who have not demonstrated they are authorized to collect mail and packages for the **Mailbox** and will require Government issued ID that matches a current **Applicant** of the **Mailbox** or pre-arranged authority by **Applicant(s)** for mail and package collection. **Mailbox** key(s) are loaned to **Applicants** with applicable deposits, as defined in the **Fee Disclosure Addendum**. **Mailbox** key(s) remain the property of **PPS**, key(s) must be returned to **PPS** upon termination of **The Agreement** and shall not be duplicated or modified by **Applicant**.
12. **Applicant(s)** authorizes **PPS** to complete and file a Shipper's Export Declaration (International Commercial Invoice) as "agent" on behalf of **Applicant(s)** as "principal party in interest" when necessary and to act on behalf of **Applicant(s)** as Applicant's true and lawful agent for purposes of any and all re-mailing, including any re-mailing that requires the filing of a Shipper's Export Declaration by Center (i.e., any export transaction), in accordance with the laws and regulations of the United States. **Applicant(s)** further agrees to provide **PPS** with true, accurate, and complete information regarding the contents of any mail or packages to be re-mailed by **PPS**, whether during the term of **The Agreement** or after termination or cancellation. **Applicant(s)** agree and grant permission for **PPS** to open and repackage parcels for the purpose of consolidation and controlling shipping cost(s)
13. **Applicant(s)** agree to pay applicable fees, throughout the term of **The Agreement**, as defined in the **Fee Disclosure Addendum**, Fees are subject to change without notice. Opening a new mailbox requires a non-refundable **Mailbox** set up fee, refundable key deposit and **Mailbox** rent paid in advance, plus the current month's prorated rent. Prepaid rent is not refundable and may be used to cover other costs or expenses incurred by the **Applicant** for services rendered by **PPS**. Rent is due on the 1st day of the month payable in advance of the renewing term. No other notice will be required. A renewal reminder may be placed in **Applicant(s)** mailbox and/or electronically transmitted via email, or similar electronic method. Failure to receive a renewal reminder does not change the due date or waive any late payment fees. Failure to pay all fees when due may result in disruption or cancellation of services, or professional collection efforts. Mail removed due to non-payment becomes 'held mail' and will be packaged and subject to fees as defined in the **Fee Disclosure Addendum**. Payment or renewal payment indicates acceptance of **The Agreement** terms and conditions in affect at the time of payment. **The Agreement** Terms and Conditions may change at any time, the most current Terms and Conditions (**The Agreement**) may be found at www.PostalPS.com. **PPS** does not prorate fees and does not provide refunds in the event of termination of services by **Applicant(s)** or **PPS**. Upon termination of services, either by **Applicant(s)** or initiated by **PPS**, **PPS** shall not make **Applicant(s)** mail available without payment of all incurred rents and fees. If all payments are not received within 30 days after due date, then all deposits and prepaid rents will be used to offset mail handling and box closing costs, no other notice shall be given.
14. Any written notice to **Applicant(s)** required or permitted under **The Agreement** shall be deemed delivered twenty-four (24) hours after placement of such notice in **Applicant(s) Mailbox** or at the time personally delivered to **Applicant(s)**. In the event of a termination notice based upon abandonment of **Mailbox**, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial carrier service or the United States Postal Service for next day delivery, or (b) five (5) days after placement in the United States Mail by Certified Mail®, Return Receipt Requested, postage pre-paid, and addressed to **Applicant(s)** at **Applicant(s)** address as set forth in **Form 1583**, or on the date of actual receipt, whichever is earlier.
15. A Terminated **Mailbox** shall incur storage fees as defined in **Fee Disclosure Addendum**. Box closure instructions from **Applicant** must be made in writing prior to term renewal, otherwise the new term is fully earned. **Applicant** agrees that upon expiration, cancellation, or termination of this **Mailbox Service Agreement**, **Applicant** will not file a change of address order with the post office. **Applicant** and **PPS** further agree that upon expiration, cancellation, or termination of this **Mailbox Service Agreement**, **Applicant** authorizes **PPS** to accept and destroy any "Unsolicited Mail" (e.g., mail addressed to "occupant," "current resident," or similar

Applicant Signature:	Date:
Mailbox Admin Signature:	Date:

designation; or coupons, advertising, or other promotional material) and any mail addressed to **Applicant** that is delivered to **PPS** by the United States Postal Service for six (6) months; and may refuse any package addressed to **Applicant** delivered by any party other than the United States Postal Service, such as a commercial carrier service. However, at **Applicant's** election, **PPS** will:

- a. Re-mail (i.e., forward) **Applicant's** mail (except for Unsolicited Mail) for up to six (6) months. **Applicant** shall provide **PPS** with a forwarding address and have a credit card on file to cover any forwarding expenses. In the event **Applicant** fails to do this, **PPS** will handle mail in accordance with USPS DMM 508 1.8.3 regulations, or as directed by box holder. **Applicant** understands that the United States Postal Service will not forward or return mail without payment and will not accept a USPS Change of Address for a **Private Mailbox (PMB)**.
 - b. Store the mail or United States Postal Service packages (except for Unsolicited Mail) in accordance with USPS DMM 508 1.8.3 regulations, or as directed by box holder, for pickup one time within 45 days of termination. **Applicant** understands storage fees will be applied. It is **Applicant's** responsibility to make arrangements with **PPS** to identify any mail storage needs prior to the expiration, cancellation, or termination of this **Mailbox Service Agreement**.
16. **Applicant(s)** agrees to protect, indemnify, defend, and hold harmless **PPS**, its beneficiaries, assignees, and/or successors, affiliates, subsidiaries, parent corporations, 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 **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 United States Postal Service or any commercial carrier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to **Mailbox** contents by any cause whatsoever, from **PPS's** collection or remission of sales, use, or any other taxes, including, but not limited to, **PPS's** failure to refund any amounts that have been collected or remitted, from any penalties, fines, or other liabilities that arise out of, or in connection with, **PPS's** actions or status as **Applicant(s)** Agent with respect to export transactions, or **PPS's** completion and filing of any Shipper's Export Declaration on behalf of **Applicant(s)**, and from any violation by **Applicant(s)** of applicable federal, state, or local laws, or the laws of any foreign jurisdiction. In the event **PPS** submits or processes any sales, use, or other tax refund claim on behalf of **Applicant(s)**, **Applicant(s)** agree to cooperate fully with **PPS**, including, but not limited to, providing any and all information and documentation necessary to process or submit such a claim.
17. **APPLICANT(S)** HEREBIN AGREE THAT THE TOTAL AMOUNT OF LIABILITY OF **PPS**, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO **THE AGREEMENT** OR PERFORMANCE HEREUNDER SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM.

(INITIAL: _____)

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.

Applicant Signature:	Date:
Mailbox Admin Signature:	Date:

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

(INITIAL: _____)

Applicant Signature:	Date:
Mailbox Admin Signature:	Date: