

# Package Receiving Service



## The Agreement

### Applicant Information

Individual Name:		
<small>(each Individual receiving packages must complete their own agreement)</small>		
Address:		
City:	State:	Zip:
Country:	Mobile:	
Email:		
Term of Agreement: <small>(must not exceed four months)</small>	Start Date:	End Date:

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 Service (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).

Date Processed:	Team Member:	<input type="radio"/> Credit Card of File
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### General Terms and Conditions

- This **Package Receiving Service Agreement** is made and entered into by the **Applicant** identified above ("**Applicant**") for the use of services related to Package Receiving Services at Postal Palm Springs ("**PPS**") under the terms set forth herein. Furthermore, by completing this **Package Receiving 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. Together, the **Package Receiving Service Agreement**, **Fee Disclosure Addendum**, **Acknowledgment 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** appoint **PPS** as their agent for the receipt of parcels. **Applicant** acknowledges a copy of their **Agreement** will be provided to the US Postal Service or law enforcement agencies at the request of such agencies.
- Applicant** 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. **PPS** shall not be responsible for loss, theft, or damage beyond the proven value of the package. **PPS** shall not be liable for incidental or consequential damages. **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.
- 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.
- The term of **The Agreement** shall be the initial period identified as "**Start Date**" through the "**End Date**" and may not exceed four consecutive months. **The Agreement** must be updated in the event **Applicant** needs additional time for **Package Receiving Services**.
- 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** uses services for unlawful, illegitimate, or fraudulent purposes; 2) **Applicant** fails to pay monies owed **PPS** when due; 3) **Applicant** receive an unreasonable volume of packages; 4) **Applicant** engages in offensive, abusive, or disruptive behavior toward other customers of **PPS** or **PPS's** Team Members, carriers, agents or vendors; and 5) **Applicant** violate any provision of **The Agreement**. **PPS** reserves the right to refuse service to anyone.
- Applicant** agrees to use **PPS** services, and **PPS** premises in conformity with **The Agreement** and in accordance with **PPS** rules. **Applicant** further agrees to use **PPS** services 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 and all applicable federal, state, and local laws. **PPS** reserves the right to open and inspect any packages which may arrive damaged or that may be otherwise of questionable integrity or legality. **Applicant** further agree 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 large parcels will be retrieve within 24 hours after delivery, and that no hazardous or dangerous material will be delivered by **Applicant** to **PPS**. 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. **PPS** is not liable for any lost, damaged, or stolen property left outside.
- 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** shall use only the address designation as defined by **PPS**. **Parcels** not addressed correctly are not guaranteed to be distributed to the **Applicant** and may be delayed or returned to sender by **PPS**.

Applicant Signature:	Date:
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8. Unless prior arrangements have been made, **PPS** shall only be obligated to accept mail or packages delivered by commercial carrier services, which require a signature from **PPS** as a condition of delivery. **Applicant** must accept and sign for all 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. In the event **Applicant** refuses to accept any package or fails to pick up any package within the maximum number days, **PPS** may return the 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 **Package Receiving Service Agreement** is in effect, or as long as required by state law, whichever is later.
9. 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 packages to a requesting party. Associates of **PPS** are not authorized to provide packages to customers who are unable to provide sufficient government identification proving they are the person the package is intended for. **The Agreement** shall not be duplicated or modified by **Applicant**.
10. **Applicant** agree to pay applicable fees and costs, throughout the term of **The Agreement** as defined within the **Fee Disclosure Addendum**. **Applicant** further agrees **PPS** will store **Applicant's** credit card information securely, via bank approved encryption, to be used as necessary in settlement of **Applicant's** applicable fees and costs as defined within **The Agreement** and **Fee Disclosure Addendum**. Fees and costs are subject to change without notice. **The Agreement** terms and conditions are in effect at the time the **Agreement** is executed. **The Agreement** Terms and Conditions may change at any time, the most current Terms and Conditions (**The Agreement**) will be made available upon request. **PPS** does not prorate fees and does not provide refunds in the event of termination of services by **Applicant** or **PPS**. Upon termination of services, either by **Applicant(s)** or initiated by **PPS**, **PPS** shall not make **Applicant's** parcels available without payment of all incurred fees. and box closing costs, no other notice shall be given.
11. **Applicant** 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 **PPS** services, 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 (packages, etc.), from damage to or loss of any package, 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**, and from any violation by **Applicant** 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**, **Applicant** agrees 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.
12. **APPLICANT(S)** HEREIN 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 States 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.

(INITIAL: \_\_\_\_\_)

Applicant Signature:	Date:
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