



Mailbox Service Agreement

Customer Information

Name:		
Company:		
Address:		
City:	State:	Zip:
Home Phone:	Business Phone:	
Mobile Phone:	Fax:	
E-mail Address:		

Terms and Conditions

1. This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox ("Mailbox") at Mail Room Plus ("MRP") under the terms set forth herein.
2. Customer must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. The United States Postal Service may return mail without a proper address to the sender endorsed "Undeliverable as Addressed."
3. Customer agrees that Customer will not use the premises or services of MRP for any unlawful, illegitimate, or fraudulent purpose, or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state, and local laws. Each individual or entity must complete a separate United States Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox. (Maximum five (5) people/organizations per box.)
4. This Agreement and Form 1583 shall remain confidential, except upon request of any law enforcement or other governmental agency, or when legally mandated. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign a revised version of this Agreement and Form 1583 whenever any information required on this Agreement or Form 1583 changes.
5. 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, MRP 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.
6. Customer agrees to pay an initial set-up fee and if desired a front door access fee. Mailbox service fees are all due and payable in advance and Customer agrees that MRP will withhold mail and packages from Customer pending payment. There will be no proration or refunds for cancellation of any service. Customer agrees to pay a late fee if any payment is not received within ten (10) calendar days of when due. Mailbox service fees and other related fees stated herein are subject to change.
7. Customer authorizes MRP to complete and file a Shipper's Export Declaration as "agent" on behalf of Customer as "principal party in interest" when necessary and to act on behalf of Customer as Customer'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 MRP (i.e., any export transaction), in accordance with the laws and regulations of the United States. Customer further agrees to provide MRP with true, accurate, and complete information regarding the contents of any mail or packages to be re-mailed by MRP, whether during the term of the Agreement or after termination or cancellation.
8. 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 MRP's sole discretion.
9. Customer agrees that MRP may terminate or cancel this Agreement for cause at any time by providing Customer with written notice. Cause shall include but is not limited to: 1) Customer abandons the Mailbox/Customer fails to pay monies owed MRP when due; 2) Customer uses the Mailbox for unlawful, illegitimate, or fraudulent purposes; 3) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive, or disruptive behavior toward other customers of MRP or MRP's employees; 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining 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.

10. 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 carrier service or the United States Postal Service for next day delivery, or (b) five (5) days after placement in the United States Mail, and addressed to Customer at Customer's address as set forth in Form 1583, or on the date of actual receipt, whichever is earlier.
11. As Customer's authorized agent for receipt of mail, MRP 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, MRP shall only be obligated to accept mail or packages delivered by commercial carrier or courier services, which require a signature from MRP as a condition of delivery. Customer must accept and sign for all mail and packages upon the request of MRP. Packages not picked up within seven (7) days of notification will be subject to a storage fee of \$1.00 per day per package, which must be paid before Customer receives the package. In the event Customer refuses to accept any mail or package, or refuses to pay storage fees, MRP 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 advance is provided to MRP. MRP agrees to follow its standard procedures for the timely placement of mail received at MRP and addressed to Customer into Customer's Mailbox, and Customer hereby releases and agrees to protect, indemnify, defend, and hold harmless MRP from any and all liability that may arise at any time in connection with MRP's actions or status as Customer's agent for service of process.
12. Customer agrees to protect, indemnify, defend, and hold harmless MRP 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 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 the Mailbox contents by any cause whatsoever, including, but not limited to, MRP'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, MRP's actions or status as Customer's agent with respect to export transactions, or MRP's completion and filing of any Shipper's Export Declaration on behalf of Customer, and from any violation by Customer of applicable federal, state, or local laws, or the laws of any foreign jurisdiction.
13. CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF MRP FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PERFORMANCE HEREUNDER SHALL NOT EXCEED \$50.00 REGARDLESS OF THE NATURE OF THE CLAIM.
14. In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to MRP's reasonable judgment, MRP may require Customer to upgrade to a larger size Mailbox and pay any additional charge. MRP reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.
15. Customer agrees that upon expiration, cancellation, or termination of this Agreement, Customer will not file a change of address order with the post office. Customer and MRP further agree that upon expiration, cancellation, or termination of this Agreement, Customer authorizes MRP to accept and destroy mail addressed to Customer that is delivered to MRP by the United States Postal Service for six (6) months; and may refuse any package addressed to Customer delivered by any other carrier service. However, at Customer's election, MRP will:
 - a. Re-mail (i.e., forward) Customer's mail (except for Unsolicited Mail) for six (6) months upon Customer's payment in advance for postage, packaging material, and forwarding fees. It is Customer's responsibility to make arrangements with MRP to identify any mail forwarding needs prior to the expiration, cancellation, or termination of this Agreement; or
 - b. Store the mail or United States Postal Service packages (except for Unsolicited Mail) for up to six (6) months upon Customer's payment in advance of a storage fee of \$25.00 per month for the time period in which MRP holds the mail or packages. It is Customer's responsibility to make arrangements with MRP to identify any mail storage needs prior to the expiration, cancellation, or termination of this Agreement.
16. Six (6) months after the expiration, cancellation, or termination of this Agreement, MRP may:
 - a. Refuse and/or return any mail or package addressed to Customer and delivered to MRP.
 - b. Destroy any of Customer's mail or packages remaining at MRP at such time.
17. This Agreement may not be amended or modified, except in writing signed by both parties.

Customer Signature: _____

Date: _____