

Absolutely Postal
MAILBOX RENTAL APPLICATION

Name _____
BOX # _____

This agreement, made on _____ (Date) by and between Absolutely Postal (Ab Post) and _____, hereinafter referred to as “Ab Post” and “Applicant”, respectively, 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 Ab Post 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 mailbox Ab Post will provide. Applicant shall inform Ab Post 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 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 Ab Post.

Ab Post will provide a key to a mailbox from which the Applicant may retrieve their mail and/or parcels. Access to the Applicant’s mailbox 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 Ab Post’s premises, or allows another entry into Ab Post, Applicant shall be responsible for the conduct of such person or organization while they are on premises. Ab Post 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 provided to the Applicant shall not be duplicated or modified by the Applicant. If additional keys and/or fobs are required, Ab Post will provide a secondary key and/or fob, plus collect an additional key and/or fob fee. Key(s)/fob(s) will be disabled/retired upon the date of cancellation or termination of service.

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

Once Ab Post has placed Applicant’s mail in the assigned mailbox, or a notice that a package/mail is waiting, the item(s) shall be deemed delivered to the applicant and Ab Post shall not be liable in any way for loss, theft or damage thereto. Ab Post 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 six (6) persons and three (3)

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entities or combination thereof in a "Corporate" box. If applicant consistently receives substantially more mail than can be placed in a single box, Ab Post reserves the right to require additional rent or fees for a larger size mailbox or Applicant may rent one or more additional mailboxes. 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 additional fees and/or termination of the mail receiving service.

Applicant agrees that parcels delivered to this address for the applicant will be delivered by common carrier only, that no truck line (Freight) deliveries will be made unless arranged with, and authorized by, Ab Post management in advance. Any delivery that does not fit through the rear door will likewise be considered "freight". Freight deliveries are subject to additional fees and may be denied acceptance if not preauthorized by management.

(Initials) _____

Applicant agrees that, when at all possible, parcels will be retrieved within 24 hours after delivery. Packages left longer than 5 days may incur additional fees and/or may be returned to sender.

Applicant agrees that no hazardous, dangerous or illegal material will be delivered to applicant.

(Initials) _____

Applicant agrees that Absolutely Postal has the right to open and/or further inspect any package received, dropped off or mailed for active and terminated box holders.

(Initials) _____

Failure to adhere to any of these parcel delivery stipulations may result in additional fees and/or termination of services.

(Initials) _____

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

(Initials) _____

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

Ab Post 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. **Ab Post does not provide refunds in the event of cancellation by Applicant.** At termination of services by Ab Post, or failure to pay rent in advance by Applicant, or upon any fees/charges due by Applicant to Ab Post, Ab Post shall not make Applicant's mail available without payment theretofore. A \$25.00 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.

Initials

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

Applicant agrees to use services in accordance with 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 Ab Post 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 Ab Post 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 Ab Post'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:

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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 Ab Post. 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 Applicant 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 Ab Post to research the correct address. We will always try our best, but any time mail/packages are incorrectly distributed by Ab Post, when they are addressed incorrectly, is not to be construed as part of the normal obligations of Ab Post.

Applicant

Absolutely Postal Agent

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.

Date

Signature

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Name _____
BOX # _____

NAME 1 _____ COMPANY 1 _____

NAME 2 _____ COMPANY 2 _____

NAME 3 _____ COMPANY 3 _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____

Email: _____

Text Message Phone:* _____

*Standard texting charges may be applied to your phone bill by your carrier

BOX SIZE: _____ PMB#: _____ TERM: _____

(Personal / Business / Corporate) (3 Mo. (Personal Only) / 6 Mo. / 12 Mo.)

STAFF WILL ENTER THE INFORMATION BELOW

Set-up Fee: \$10.00

Key Fee: _____ (First key Incl. \$2.79 Each additional key.)

24/7 Fob Fee (Optional): _____ (\$25 per fob for 24/7 Access)

Mailbox Rental Fee: _____

24/7 Access (Optional): _____ (\$5.00 per months of service)

Total for 1st rental period: _____

Pak Alert Fee (Included) Yes, customer wants this service.

Mail Notification (Included) Yes, customer wants this service.

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Applicant/Primary Boxholder