



Mailbox Rental Agreement (CA)

This Agreement dated _____ by and between _____, hereinafter referred to as "Applicant" and PostalAnnex+ # _____, shall be governed by these terms to which each party agrees:

1. By completing this form and the USPS 1583, Applicant appoints PostalAnnex+ as Agent for the receipt of mail for a period not to exceed that for which rent has been paid in advance. PostalAnnex+ will provide a key to a lockbox from which Applicant may obtain his or her mail. Access to Applicant's lockbox will be provided during business hours posted by PostalAnnex+ except in the case of exterior boxes which are accessible 24 hours per day and for which Applicant has paid an additional fee. Should Applicant appoint another person or organization to collect mail from PostalAnnex+ premises, Applicant shall be responsible for the conduct of such person or organization. PostalAnnex+ shall assume that possession of a key is evidence of authority to collect mail.
2. Applicant agrees to disclose his/her home address or place of residence on USPS Form 1583 at time of rental and agrees to provide PostalAnnex+ written notice of subsequent changes in home address. The original of USPS Form 1583 will be sent to the USPS and a copy kept on file at PostalAnnex+. This form must, by law, be made available on demand to the Department of Consumer Affairs, IRS or to any law enforcement agency requesting information on a particular box holder. All information provided by Applicant is confidential and will not knowingly be disclosed except as provided by law.
3. Applicant acknowledges that use of a private mailbox receiving service for commercial purposes requires the user to comply with all applicable laws prohibiting unfair competition and false advertising, specifically in California Section 17538.5, 17200 and 17500 of the Business and Professions Code. Violation of these laws may result in criminal or civil penalties or both. Applicant also agrees to abide by PostalAnnex+ and USPS rules and regulations. Failure to do so may result in cancellation of service without notice.
4. The key loaned to Applicant remains the property of PostalAnnex+ and shall not be duplicated or modified by Applicant. If applicable, Applicant shall be refunded the key deposit upon return of key, within ten(10) days of termination of service.
5. Applicant understands that the relationship of the parties hereto is one of bailment and not of landlord and tenant.
6. Once PostalAnnex+ has placed Applicant's mail in the assigned lockbox, the mail shall be deemed to have been delivered to Applicant, and PostalAnnex+ shall not be responsible for loss, theft or damage thereto. PostalAnnex+ cannot be responsible for the failure of United States Postal Service to deliver mail or to deliver mail in a timely fashion or undamaged condition.
7. Mail will not be accepted for more than one (1) persons or organization in a single lockbox unless a Form 1583 is on file for that person. PostalAnnex+ reserves the right to require Applicant to rent a larger size box or more boxes if the volume of mail consistently exceeds the lockbox capacity.



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8. Applicant agrees to protect, indemnify and hold harmless PostalAnnex+ from and against any and all claims, demands and causes of action of any nature whatsoever relative to use of PostalAnnex+ facilities or services, and any expense of PostalAnnex+ incurred in a defense against same shall be reimbursed by Applicant.
9. In the event PostalAnnex+ commits or fails to commit any act which results in disruption of service to Applicant, and Applicant thereby suffers a loss, PostalAnnex+'s liability shall be limited to not more than the rental fees paid by applicant for service not yet received.
10. PostalAnnex+ fees are due and payable in advance. Failure to pay such fees when due may result in disruption or cancellation of services. Fees are not prorated nor refunds provided in the event Applicant cancels service prior to its agreed upon expiration
11. Upon termination of agreement by either PostalAnnex+ or applicant or failure to pay rent in advance by applicant, PostalAnnex+ shall be responsible for holding applicant's mail for up to thirty (30) days during which time Applicant may retrieve said mail. After final retrieval of mail or expiration of 30 days, PostalAnnex+ shall no longer allow applicant to retrieve mail addressed to applicant unless a fee is paid. After service is discontinued or canceled, PostalAnnex+ shall not forward mail to applicant unless Applicant requests this service in advance and has paid for such service, including postage. Otherwise such mail will be disposed of.
12. The address to be used by applicant is:

(Applicant Name)

PMB# _____

(Street Address)

(City)

(State)

(Zip)

The only acceptable designation to be used by Applicant as part of his / her address is "PMB#" which stands for "Private Mailbox". Applicant Shall not use any other designation. If other designations are used Applicant's mail will be returned to sender by the USPS as "Undeliverable as Addressed". Any fines incurred from applicant's use of other designations shall be paid by applicant. Applicant is responsible for notifying correspondents of the above address.

13. Applicant irrevocably authorizes PostalAnnex+ to act as agent for service of process to receive any legal documents that may be served. Authorization to act as agent for service of process shall continue for two years after mail receiving has been terminated. PostalAnnex+ is authorized to sign for certified, registered, insured or express carrier mail or parcels. C.O.D. shipments will only be accepted if full payment is provided prior to receipt.

(Agent)

(Applicant)