



Date of Agreement: _____

Initial Renewal Date: _____

MAILBOX SERVICE AGREEMENT

CUSTOMER NAME: _____
 COMPANY: _____
 ADDRESS: _____
 PHONE (H): _____ WORK: _____ FAX: _____
 E-MAIL ADDRESS: _____
 MAILBOX NUMBER: _____ SIZE OF MAILBOX: Personal Business Corporate

For Office Use Only

Set up fee paid \$15.00 (incl. 1 key) Addl. keys _____ x \$10.00 ea. = _____

24-Hour Access: No Yes @ \$35.00 (*Minimum 6-month rental required*)

Initial Contract Term 3 mos. 6 mos. 12 mos. Fee: _____

Additional Notes: _____

1) This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of a mailbox and services related to a mailbox (the "Mailbox") at First Class Pack & Ship (the "Center") under the terms set forth herein.

2) Customer agrees that Customer will not use the Center premises or any Center services 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 U.S. Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox.

3) This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583 may be disclosed 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 acknowledgement 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.

4) 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, the Center 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.

5) Customer agrees to pay an initial set-up fee of **\$15.00** as well as applicable monthly service fees. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may hold mail and packages pending payment. Fees will not be prorated or refunded for any reason. **Customer agrees to pay a late fee of \$20.00 if any payment is not received when due. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of \$15.00.** Mailbox service fees and other related fees stated herein are subject to change. In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size mailbox and pay any additional charge. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.

Customer agrees to pay a **\$35.00** fee, and purchase a minimum six-month mailbox rental contract, to activate 24-hour mailbox access. Customer must renew mailbox contract prior to renewal date to maintain said access. **In the event of late renewal, 24-hour access is terminated;** Customer must pay another access fee, as well as renew mailbox for a minimum of six months to reactivate 24-hour access.

6) 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 the Center further agree that upon expiration, cancellation or termination of this Agreement the Center Customer authorizes the Center to accept and destroy any "Unsolicited Mail" (e.g. mail addressed to "occupant", "current resident" or similar designation; or coupons, advertising, or other promotional material) and accept any mail addressed to Customer that is delivered to the Center by the United States Postal Service for six (6) months; and may refuse any package addressed to Customer delivered by any party other than the United States Postal Service, such as a commercial carrier service – but shall not make this mail available to Customer without payment for additional services. However, at Customer's election, the Center will:

a. Re-mail, i.e. forward, Customer's mail and packages for up to six (6) months, provided Customer pays the postage, packaging material, and storage/forwarding fees in advance. Customer must pay a storage fee of \$32.00 per month for small mailbox, \$45.00 per month for medium box, \$59.00 per month for large box. A forwarding fee of \$6.00 per domestic sending event, \$8.00 per international sending event (custom forwarding program at additional cost), plus the cost of postage and supplies required for forwarding also applies.

b. Store the mail or United States Postal Service packages (except for Unsolicited Mail), for up to six (6) months upon advance payment of storage fees identified in 6a for the time period in which the Center holds the mail or packages, plus a service fee of \$10.00 for each time Customer visits the Center to pick up such items.

It is Customer's responsibility to make arrangements with the Center to identify any mail storage needs prior to the expiration, cancellation, or termination of this Agreement.

7) Six (6) months after the expiration, cancellation or termination of this Agreement, the Center may:

- a. Refuse any mail or package addressed to Customer and delivered to the Center.
- b. Discard or destroy any of Customer's mail or package(s) delivered to or remaining at the Center at such time.

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 the Center's sole discretion.

9) Customer agrees that the Center may terminate or cancel this Agreement for good cause at any time by providing Customer with written notice. Good cause shall include but is not limited to: 1) Customer abandons the Mailbox; 2) Customer uses the Mailbox for unlawful, illegitimate or fraudulent purposes; 3) Customer fails to pay monies owed the Center when due; 4) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive or disruptive behavior toward other customers of the Center or the Center's employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good 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 courier 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 prepaid, 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, the Center will accept all mail, including registered, insured and certified items, and, if authorized on Form 1583, restricted mail (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, the Center shall only be obligated to accept mail, or packages delivered by commercial courier services, which require a signature from the Center as a condition of delivery. Customer must accept and sign for all mail and packages upon the request of the Center. Packages not picked up within 7 days of receipt by the Center will be

subject to a storage fee of \$3.00 per day per package, which must be paid before Customer receives the package. In the event Customer refuses to accept any mail or package, the Center 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 the Center. In those states where the Center is required by law to act as Customer's agent for service of process, Customer hereby authorizes the Center to act as Customer's agent for service of process, and this authorization shall remain in effect for as long as this Agreement is in effect, or as long as required by state law, whichever is later. The Center agrees to follow its standard procedures for the timely placement of mail received at the Center and addressed to Customer into Customer's Mailbox, and Customer hereby releases and agrees to protect, indemnify, defend, and hold harmless the Center from any and all liability that may arise at any time in connection with the Center's actions or status as Customer's agent for service of process.

12) Customer agrees to protect, indemnify, defend and hold harmless the Center, First Class Pack & Ship, and their respective affiliates, subsidiaries, parent corporations, franchisees, 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 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 U.S. Postal Service or any commercial courier service to deliver on time or otherwise fail to 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, and from any violation by Customer of applicable federal, state or local laws.

13) CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THE CENTER AND FRANCHISOR, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM.
(INITIAL _____)

14) Customer must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. The mailing address for the Mailbox shall be:

Your company and/or personal name
PMB _____
644 Middle Street
Weymouth, MA 02189-1130

The United States Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."

15) Delivery by commercial courier services must be made to the Center street address including private mailbox number.

Upon signing this Agreement, Customer shall provide two forms of valid identification, one of which shall include a photograph. This Agreement may not be amended or modified, except in a writing signed by both parties.

CUSTOMER SIGNATURE: _____ DATE: _____

AUTHORIZED CENTER REPRESENTATIVE

SIGNATURE: _____ DATE: _____