

Application for Mailbox Rental

This Agreement made (date) _____ by and between (customer) _____, hereinafter referred to as "Applicant", and **Mailboxes of Iowa City**, hereinafter referred to as "Mail Service", shall be governed by these terms to which each party agrees:

1. By completing this form and USPS Form 1583, a copy of which will be made available to the United States Postal Service, applicant appoints Mail Service as agent for the receipt of mail and packages from common carriers as defined by Mail Service for a period not to exceed that for which rent has been paid in advance. Applicant will pick up mail at least once each week or make other suitable arrangements, in advance, with Mail Service. Mail Service will provide a lockbox key to applicant who may obtain his mail during the business hours posted by Mail Service. Should applicant appoint another person or organization, Mail Service shall assume that possession of a key is evidence of authority to collect mail and packages. Individuals appearing at Mail Service without the lockbox key in their possession may be denied receipt of mail received for the lockbox. Mail Service does not and will not maintain a list of persons authorized by applicant to collect mail other than those individuals that have completed the required PS Form 1583. **Applicant understands that if key is lost or forgotten, they will need photo identification to pick up mail and packages. Applicant is responsible for requesting a new key of which a deposit of \$5.00 will be charged. Mail Service will not retrieve mail more than one time if key is lost or stolen. It is the applicant's responsibility to maintain key and access their own mail.**
2. The key loaned to applicant shall require a refundable cash deposit, and remains the property of Mail Service and shall not be duplicated or modified by applicant. The key deposit shall be refunded upon return of the key within ten (10) days of termination of service. Applicant understands that the relationship of the parties hereto is one of bailment and not landlord and tenant.
3. Once Mail Service has placed applicant's mail in the assigned lockbox, the mail shall be deemed to have been delivered, and Mail Service shall not be responsible for loss, theft or damage. Mail Service is not engaged in the delivery of mail and cannot be responsible for failure of the United States Postal Service to deliver mail or to deliver it in a timely fashion or undamaged condition.
4. Applicant agrees to use services in accordance with Mail Service rules and in compliance with all U.S. Postal regulations, as well as local, state and federal statutes and regulations. Failure to do so may result in cancellation of service without notice, refund or mail forwarding.
5. Information provided by applicant will be kept confidential and will not knowingly be disclosed without applicant's prior consent, except for law enforcement or postal operation purposes, in which case Mail Service intends to cooperate fully. Law enforcement is further clarified to include all city, county, state or federal agencies or their representatives.
6. Mail will not be accepted for more than three (3) persons or organizations (additional names may be added for additional charges) in a single lockbox and each must complete a USPS Form 1583 and provide required identification per USPS requirements. If applicant consistently receives substantially more mail than can be placed in a single lockbox, Mail Service reserves the right to charge applicant \$5.00 for pulling and bagging mail. Storage charges of \$5.00 per week will also be assessed for every individual bag of mail or individual package left over one week. 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 will result in either a higher fee being charged, or termination of the mail receiving service. Applicant further agrees 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 parcels will be retrieved within 24 hours after delivery, and that no hazardous or dangerous material will be delivered to applicant. Failure to adhere to any of these parcel delivery stipulations will result in termination of service.

7. Applicant agrees to protect, indemnify and hold harmless Mail Service from and against any and all claims, demands and causes of action any nature whatsoever relative to use of Mail Service facilities or services.

8. Should Mail Service commit or fail to commit any act that results in disruption of service and applicant thereby suffers a loss, Mail Service's liability shall be limited to not more than the rental fees paid by applicant for service not yet received. Mail Service shall not be liable for incidental or consequential damages.

9. Per, USPS regulations, Certified Mail must be accepted by Mail Service on behalf of applicant. C.O.D. mail or parcels will be accepted by Mail Service only when full, advance payment of C.O.D. charges have been made to Mail Service prior to delivery of C.O.D. packages. Otherwise C.O.D. mail and parcels shall be refused. Registered Mail cannot be accepted by Mail Service.

10. Mail Service fees are due and payable in advance and notice thereof will be placed in applicant's lockbox. No other notice will be required. Failure to pay such fees when due may result in disruption or cancellation of services. Mail Service does not prorate fees and does not provide refunds in the event of cancellation by applicant.

11. Applicant herein agrees that total liability of for any and all claims is limited to one hundred dollars (\$100.00) regardless of the nature of the claim.

12. Applicant agrees to abide by all Postal Regulations for providing proper address information to senders. Applicant agrees to hold free and harmless for failure to receive packages and/or mail when not properly addressed.

13. Mail Service will not accept mail unless delivered by a common carrier or by a representative of the US Postal Service without prior approval of Mail Service.

14. Any mailbox that receives over 6 boxes on any given day will be charged a .50 cent per package charge for any amount over 6 packages. The maximum amount of boxes that can be received daily will be 10 per mailbox. If applicant receives more than 10 packages on any given day Mail Service reserves the right to terminate rental agreement.

16. Mailboxes of Iowa City does NOT accept freight deliveries to their private mailboxes such as YRC, ABF, or any other LTL shipper.

17. Applicant shall use only the address designation "PMB" or "#" to designate their address. NO OTHER DESIGNATION IS VALID. Specifically excluded is the use of suite, apt., dept., or other designators. The U.S. Postal service may refuse to deliver any piece of mail that does not include the PMB or # sign designation. Applicant is responsible for notifying correspondents of the above address. Applicant authorizes any additional names on mailbox to receive mail and/or packages. There is a limit of 3 names on each box including applicant for normal rental rates. If applicant wishes to add up to 3 more names there will be additional rental charges prorated by number of additional applicants and term of payment.*

The address to be used by applicant for the purpose of receiving mail is as follows:

Applicant's Name

308 E Burlington St. # _____
Iowa City, IA 52240-1602

Additional Names or business on Box

Date _____

Date _____
* _____
Date _____
* _____
Date _____
* _____
Date _____

18. Upon termination of services by Mail Service or failure to pay rent in advance by applicant, Mail Service shall not make applicant's mail available without payment theretofore. APPLICANT UNDERSTANDS THAT THE UNITED STATES POSTAL SERVICE WILL NOT FORWARD OR RETURN MAIL WITHOUT PAYMENT, AND WILL NOT ACCEPT A CHANGE OF ADDRESS. At termination of service, applicant, if he/she wishes mail forwarded after that date, shall provide Mail Service

with a forwarding address and pay the required fees. In the event applicant fails to do this, Mail Service shall refuse any further mail and, in the case of mail already received handle such mail in accordance with USPS DMM D042.2.6 regulations.

Termination Addendum:

At termination of service, I hereby instruct Mail Service as follows: **(Please initial)**

_____ Forward my mail to new address. There is a \$10.00 fee for this service plus applicable postage each time mail is forwarded.

_____ Do not forward my mail. I understand that mail will not be forwarded and will be disposed of.

Password for call in mail check/forwarding _____
Mail Service will not give out any information over phone unless password is set up prior to call.

APPLICANT HAS READ AND UNDERSTANDS THIS AGREEMENT.

Agent (Signature)

Applicant (Signature)