

# Mailbox Rental Agreement

This Agreement made on (date) \_\_\_\_\_ by and between (customer) \_\_\_\_\_, hereinafter referred to as "Applicant", and Mailboxes of Iowa City, hereinafter referred to as "MBIC", 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 MBIC as agent for the receipt of mail and packages from common carriers as defined by MBIC for a period not to exceed that for which rent has been paid in advance.
2. MBIC will provide a mailbox key to Applicant who may obtain their mail during the business hours posted by MBIC. Should the Applicant appoint another person or organization, MBIC shall assume that possession of a key is evidence of authority to collect mail and packages. Individuals appearing at MBIC without the mailbox key or proper identification in their possession may be denied receipt of mail received for the mailbox. MBIC 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 at the time of the request.** \_\_\_\_\_ *(Initial)* It is the Applicant's responsibility to maintain key and access their own mail.
3. The key loaned to Applicant shall require a refundable cash deposit and remains the property of MBIC 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.
4. Once MBIC has placed Applicant's mail in the assigned mailbox, the mail shall be deemed to have been delivered, and MBIC shall not be responsible for loss, theft or damage. MBIC 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.
5. Applicant agrees to use services in accordance with MBIC 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.
6. 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 MBIC intends to cooperate fully. Law enforcement is further clarified to include all city, county, state or federal agencies or their representatives.
7. Applicant will provide valid contact information, both a phone number and email address, to MBIC at the time of initial rental. **Applicant may only discuss information about their private mailbox with MBIC in person, or by contacting MBIC through either the phone number or email address provided at the time of initial rental.** \_\_\_\_\_ *(Initial)*
8. Applicant will pick up mail at least once each week or make other suitable arrangements, in advance, with MBIC. **If Applicant consistently receives substantially more mail than can be placed in a single mailbox, MBIC reserves the right to charge Applicant \$5.00 for pulling and bagging mail. Storage charges of \$5.00 every 10 days will also be assessed for every individual bag of mail or individual package left over 10 days. Applicant must pay storage charges before receiving any bagged mail/packages. Unless prior arrangements are made by Applicant, any packages or bagged mail will be returned to the sender after 30 days. Applicant may request forwarding of any bagged mail or packages prior to 30 days. There is a \$5 charge for this service, plus applicable postage.** \_\_\_\_\_ *(Initial)* 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 72 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.

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

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

11. Per USPS regulations, Certified Mail and Registered Mail must be accepted by MBIC on behalf of Applicant. C.O.D. mail or parcels will be accepted by MBIC only when full, advance payment of C.O.D. charges have been made to MBIC prior to delivery of C.O.D. packages. Otherwise, C.O.D. mail and parcels shall be refused.

12. Applicant agrees to reimburse MBIC for any mail or package delivered to their mailbox that is marked with "Postage Due". MBIC will pay USPS on behalf of Applicant at the time of delivery. Applicant must reimburse MBIC the cost before receiving the mail or package.

13. MBIC fees are due and payable in advance. **MBIC will provide one notice thereof in Applicant's mailbox prior to the due date.** Failure to pay such fees when due may result in disruption or cancellation of services. MBIC does not prorate fees and does not provide refunds in the event of cancellation by Applicant. MBIC will terminate services if payment is not made within one month of the due date.

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

15. 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.

16. MBIC will not accept mail unless delivered by a common carrier or by a representative of the US Postal Service. 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.

18. Applicant must authorize any additional persons or businesses on mailbox to receive mail and/or packages. Each person on the mailbox must complete a USPS Form 1583 and provide the required identification per USPS requirements. The maximum number of names allowed on a mailbox is determined by the size of mailbox rented. Small boxes are allowed for up to 3 names, medium boxes up to 4 names, and large boxes up to 5 names.

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

Additional names or business on Box

\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

19. Applicant can opt to receive a **(check one)** \_\_\_\_\_ text or \_\_\_\_\_ email when a package is received. MBIC will update their website daily to mark when the mail delivery has arrived. Applicant may email or call to check their mail. Applicant must provide full name and mailbox number to receive information over the phone.

20. Applicant may complete an Official USPS Change-of-Address to have all mail delivered to their mailbox. **Applicant understands that they will need to update their address with each person/business sending mail or packages to their mailbox once their mailbox is closed.**

21. USPS requires that private mailboxes be opened under an individual person. **USPS will not recognize a business as the primary boxholder.** If the primary boxholder plans to leave, but the business would like to retain the mailbox number, the original primary boxholder must request to close the mailbox. A new mailbox of the same number can then be opened under the new individual associated with the business. The new primary boxholder cannot make the request to close the original mailbox. The new primary boxholder must provide their own two forms of accepted identification to re-open the mailbox.

22. Termination Addendum: At termination of service, MBIC is required by USPS to hold all First-Class Mail for 6 months. MBIC will not accept or hold packages for closed mailboxes. Any packages that are delivered to MBIC after a mailbox is closed will be returned to the sender. After the 6-month period, MBIC will return all mail to the sender unless Applicant makes other arrangements. Applicant may pick up a reasonable amount of mail during this 6-month period at no additional cost. Applicant is responsible for requesting that MBIC forward their mail to an address at the end of the 6-month period if they do not want their mail returned to the sender. There is a \$5 charge for this service, plus applicable postage.

APPLICANT HAS READ AND UNDERSTANDS THIS AGREEMENT.

\_\_\_\_\_  
Agent (Signature)

\_\_\_\_\_  
Applicant (Signature)