



Application for Mailbox Rental

BOX# _____

This Agreement made on this date _____ by and between _____, hereinafter referred to as "Applicant", and **PostalMax of Scottsdale** hereinafter referred to as "PMS", 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 BPS as agent for the receipt for a period not to exceed that for which rent has been paid in advance. This agreement does not automatically renew. Mailbox rental fees are payable in advance. Applicant will pick up mail at least once each week or make other suitable arrangements, in advance, with PMS. PMS will provide a lockbox key to applicant who may obtain his mail during the business hours posted by PMS. Should applicant appoint another person or organization, PMS shall assume that possession of a key is evidence of authority to collect mail.
2. The key(s) are loaned to applicant for the purpose of accessing the designated mailbox, and shall not be duplicated or modified by applicant. Loss of key incurs a \$10.00 replacement cost, and applicant agrees to notify BPS immediately in event of loss of key. Key(s) must be returned upon termination of service. Applicant understands that the relationship of the parties hereto is one of bailment and not landlord and tenant.
3. Once PMS has placed applicant's mail or notice in the assigned lockbox, the mail is deemed to have been delivered, and PMS shall not be responsible for loss, theft or damage. PMS 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.
- 3a. If mail or parcels become excessive, PMS reserves the right to:**
 - 1. Require additional or larger mail boxes.**
 - 2. Charge a fee in addition (\$5.00 minimum) to the box rental fee for the packages.**
4. Applicant agrees to use services in accordance with PMS 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. Please note addressing requirements in section 13 of this agreement.
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 PMS 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 five (5) persons or organizations in a single lockbox and each recipient must complete a USPS Form 1583 and provide proper identification. 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 may result in termination of service.
7. Applicant agrees to protect, indemnify and hold harmless PMS from and against any and all claims, demands and causes of action any nature whatsoever relative to use of PMS facilities or services.

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

9. Per USPS regulations, certified, registered, insured mail or parcels will be accepted by PMS on the behalf of applicant.

10. PMS 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. PMS may hold mail if mailbox rental or other fees have is unpaid. PMS does not prorate fees and does not provide refunds in the event of cancellation by applicant.

11. Upon termination of services by PMS or failure to pay rent in advance by applicant, PMS 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 from a PMB. At termination of service, applicant, if he wishes mail forwarded after that date, shall provide PMS with a forwarding address and pay the required fees. In the event applicant fails to do this, PMS shall refuse any further mail and, in the case of mail already received handle such mail in accordance with USPS DMM regulations.

12. PMS, at its sole option and discretion, may terminate applicant's mailbox service immediately and without advance notice, if it is determined by Mail Service that applicant's behavior is unsafe or contrary to accepted standards of behavior or to the prudent conduct of business.

13. Applicant shall use only the address designation "PMB" or "#" to designate their address. NO OTHER DESIGNATION IS VALID, and may result in mail delay or non-delivery. Specifically excluded is the use of suite, apt., dept., or similar 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.

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

Applicant's Name

Business Name

15560 N. Frank L. Wright Blvd, B4 - ____

Scottsdale, AZ. 85260

14. At termination of service, I hereby instruct PMS as follows:

Forward my mail to new address, on a ____ weekly ____ monthly basis, for up to 6 months. After that time frame, incoming mail will be destroyed. Mail forwarding fees are \$5 per forwarding action, plus postage and packaging. Forwarding address must be supplied in writing, at time of termination, or mail will not be forwarded. I place \$75.00 on deposit, at time of mailbox rental, for the purpose of mail forwarding, after contract expiration or cancellation.

Do not forward my mail. I understand that mail will not be forwarded, and will be destroyed.

15. The U.S. Postal Service will not accept an address change form from your Private Mailbox to your new address. It will be the responsibility of the mailbox holder to notify their contacts of their new address.

PostalMax of Scottsdale Agent

Applicant

Date: _____

Length of Service: _____