Sample Mailbox Rental Agreement

This Agreement made (date): _____________at _______ am/pm by and between ____________, hereinafter referred to as 'Applicant', and The Mail Center Etc, herinafter referred to as 'Mail Service', shall be governed by these terms to which each party agrees for the period beginning on ________ and ending on ________...

The Mail Center, Etc.
969 Oak Ridge Turnpike
Oak Ridge, TN 37830
865.483.4177        fax 865.483.7494
www.TheMailCenterEtc.com

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 for a period not to exceed that for which rent has been paid in advance. Applicant will pick up mail at least once each month 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.

2. The keys 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 provided all sums owed to the Mail Service has been paid. 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 in a single lockbox and each must complete a USPS Form 1583 and provide photo identification. If applicant consistently receives substantially more mail than can be placed in a single lockbox, Mail Service reserves the right to require applicant to rent a larger size box or one or more additional boxes. 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.
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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 which 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, registered, insured, or C.O.D. mail or parcels will be accepted by Mail Service on the behalf of applicant. Full, advance payment of C.O.D. charges must be made to Mail Service prior to acceptance of C.O.D. packages.

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. Customer agrees to pay an additional late fee of $10.00 if any payment is not received within thirty-days (30) of its due date. Customers with a history of slow payment will be required to submit a credit or debit card authorizing automatic payment of monthly rental fees. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of $25.00. Mailbox service fees and other related fees stated herein are subject to change. Mail Service does not prorate fees and does not provide refunds in the event of cancellation by applicant.

11. 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 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.

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

Sample USPS Approved Address Format:
Your Name/Business
969 Oak Ridge Turnpike # or PMB (your box number)
Oak Ridge, TN 37830-8832

_________________        _________________
Agent                    Applicant

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In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service™ upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public. The agent provides the original completed signed PS Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of PS Form PS 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable Postal Service rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

This application may be subject to verification procedures by the Postal Service to confirm that the applicant resides or conducts business at the home or business address listed in boxes 7 or 10, and that the identification listed in box 8 is valid.

2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent. (Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.)

3a. Address to be Used for Delivery (Include PMB or # sign.)

3b. City
3c. State
3d. ZIP + 4

4. Applicant authorizes delivery to and in care of:

a. Name

b. Address (No., street, apt./ste. no.)

c. City
d. State
e. ZIP + 4

6. Name of Applicant

7a. Applicant Home Address (No., street, apt./ste. no)

7b. City
7c. State
7d. ZIP + 4

7e. Applicant Telephone Number (Include area code)

8. Two types of identification are required. One must contain a photograph of the addressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. The agent must write in identifying information. Subject to verification.

a. 

b. 

Acceptable identification includes: valid driver's license or state non-driver's identification card; armed forces, government, university, or recognized corporate identification card; passport, alien registration card or certificate of naturalization; current lease, mortgage or Deed of Trust; voter or vehicle registration card; or a home or vehicle insurance policy. A photocopy of your identification may be retained by agent for verification.

10a. Business Address (No., street, apt./ste. no)

10b. City
10c. State
10d. ZIP + 4

10e. Business Telephone Number (Include area code)

11. Type of Business

12. If applicant is a firm, name each member whose mail is to be delivered. (All names listed must have verifiable identification. A guardian must list the names of minors receiving mail at their delivery address.)

13. If a CORPORATION, Give Names and Addresses of Its Officers

14. If business name (corporation or trade name) has been registered, give name of county and state, and date of registration.

15. Signature of Agent/Notary Public

16. Signature of Applicant (If firm or corporation, application must be signed by officer. Show title.)
**Privacy Act Statement:** Your information will be used to authorize the delivery of your mail to the designated addressee as your agent. Collection is authorized by 39 USC 401, 403, and 404. Providing the information is voluntary, but if not provided, we cannot provide this service to you. We do not disclose your information without your consent to third parties, except for the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS® auditor; to entities, including law enforcement, as required by law or in legal proceedings; to contractors and other entities aiding us to fulfill the service; and for the purpose of identifying an address as an address of an agent who receives mail on behalf of other persons. Information concerning an individual who has filed an appropriate protective court order with the postmaster will not be disclosed except pursuant to court order. For more information on our privacy policies, see our privacy link on usps.com®.