



11918 SE Division St Portland OR 97266 503-762-2130

## **Mailbox Rental Agreement**

This agreement made this	day of	by and between_
		_, hereinafter referred to as Applicant, and Mail Room Plus, shall be
governed by these terms to wh	ich each party	agrees:

- 1. By completing this form and USPS Form 1583, applicant appoints Mail Room Plus as agent for the receipt of mail for a period not to exceed that for which rent has been paid in advance. Pursuant to USPS DMM D042.6c, a copy of the USPS Form 1583 will be provided to the United States Postal Service.
- 2. **An initial mailbox rental set up fee** is required upon opening/renting a mailbox. Upon reopening a box once closed due to non-payment, the initial mailbox rental setup fee will be required.
- 3. A fee may be charged for rental payments not received by the mailbox rental due date.
- 4. Applicant will pick up mail at least once each month or make suitable arrangements, in advance, with Mail Room Plus. Mail Room Plus will provide lockbox key to applicant who may obtain his or her mail during the business hours posted by Mail Room Plus. Should applicant appoint another person or organization to pick up mail, Mail Room Plus shall assume that possession of a key is evidence of authority to collect mail. Mail Room Plus will not be obliged to hand-deliver mail to any person unless they are known or an arrangement to do so has been made in advance.
- 5. The mailbox key, or keys, made available to applicant remain the property of Mail Room Plus and shall not be duplicated or modified by applicant. The mailbox key shall be returned to Mail Room Plus upon termination of this agreement. Applicant understands that the relationship of the parties hereto is one of bailment and not landlord and tenant.
- 6. The front-door access key or keys programmed for the applicant shall require a non-refundable fee, and remains the property of Mail Room Plus and shall not be duplicated or modified by applicant. The front- door key to be cancelled within 10 days of termination of service, unless Mail Room Plus has terminated service due to non-payment of mailbox rental fees.
- 7. Once Mail Room Plus has placed applicant's, spouse's or other mail recipient's mail in the assigned lockbox, the mail shall be deemed to have been delivered, and Mail Room Plus shall not be responsible for loss, theft or damages. Mail Room Plus is not engaged in the delivery of mail and cannot be responsible for failure of the United States Postal Service, or any other carrier to deliver mail or to deliver it in a timely fashion or in an undamaged condition.
- 8. Applicant agrees to use services in accordance with Mail Room Plus rules and in compliance with U.S. Postal regulations, as well as local, state and federal statutes and regulations. Failure to do so shall result in cancellation of service without notice or refund.
- 9. Information provided by applicant will be kept confidential and will not knowingly be disclosed without applicant's prior consent, except for law enforcement purposes, in which case Mail Room Plus intends to cooperate fully with local, state and federal law enforcement agencies. Law enforcement is further clarified to include all local, county, state or federal agencies or their representatives.
- 10. If applicant consistently receives substantially more mail than can be place in a single lockbox, Mail Room Plus reserves the right to require applicant to rent a larger size or one or more additional boxes. Charges for service are based upon average daily volume and activity.
- 11. Mail will not be accepted for more than five (5) persons or organizations in a single lockbox and each must complete a USPS Form 1583 and provide photo identification.

- 12. Applicant agrees that parcels delivered to this address for the applicant, spouse or other mail recipients will be delivered by common carrier only, that parcels will be retrieved within seven (7) days after delivery, and that no hazardous or dangerous materials will be delivered to applicant. Failure to adhere to any of these parcel delivery stipulations may result in termination of service.
- 13. Special circumstances e.g. holding of parcels longer than seven (7) days, may require assessment of additional fees.
- 14. Applicant agrees to protect, indemnify and hold harmless Mail Room Plus from and against any and all claims, demands and causes of action of any nature whatsoever relative to use of Mail Room Plus facilities or services, and any expense incurred in a defense of same shall be reimbursed by applicant.
- 15. Certified, registered, insured or C.O.D. mail or parcels will be accepted by Mail Room Plus only in those cases in which applicant specifically authorized same by filling out Item 6 of USPS Form 1583 and provide full advance payment of C.O.D. charges.
- 16. Should Mail Room Plus commit or fail to commit any act which results in disruption of service and applicant thereby suffer a loss, Mail Room Plus liability shall be limited to not more than the rental fees paid by applicant for service not yet received. Mail Room Plus shall not be liable for incidental or consequential damages.
- 17. Mail Room Plus 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 will result in disruption or cancellation of services.** Mail Room Plus does not provide refunds in the event of cancellation by applicant.
- 18. Upon termination of services by Mail Room Plus or failure to pay rent in advance by applicant, Mail Room Plus will not make applicant's mail available without payment. If rent is more than 30 days past due, the box will be closed. There will be a \$10.00 setup fee assessed on top of all late fees and past due rents to reopen the box.
- 19. Applicant shall use the address designation "PMB" or "#" to designate their address. NO OTHER DESIGNATION IS VALID. The U.S. Postal Service may refuse to deliver any piece of mail that does not include the "PMB" or "#" designation. Applicant is responsible for notifying correspondents of the below address.
- 20. Applicant understands that the United States Postal Service will not forward or return mail without payment, and will not accept a change of address.
- 21. At termination of service, applicant if he or she wishes mail forwarded after the date, shall provide Mail Room Plus with a forwarding address and pay the required fees. In the event, applicant fails to do this, Mail Room Plus shall handle mail in accordance with USPS DMM D042.26 regulations.

Agent	Applicant

The address to be used by Applicant, spouse and other Mail recipients for the purpose of receiving mail is as Follows:

11918 SE Division St, PMB\_\_\_\_\_ Portland OR 97266-1037

## TERMINATION ADDENDUM

At termination of service, Applicant hereby instructs Mail Room Plus as follows:

	Forward my mail to new address. Inconsideration thereof, I place \$ on deposit to be used.  Handle such mail in accordance with USPS DMM D042.26 regulations. (Hold mail for up to 6 months).
	Return ALL Mail to sender starting today.
<b>X</b> _	Date:/