



## The UPS Store – Jamaica Center

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### MAILBOX SERVICE AGREEMENT

CUSTOMER NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_ SIZE OF MAILBOX: \_\_\_\_\_

The UPS Store™ Center # 5422 MAILBOX NUMBER: \_\_\_\_\_

1) This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox (the "Mailbox") at the The UPS Store™ Center identified above (the "Center") under the terms set forth herein.

2) Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitimate or fraudulent purpose or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state and local laws. Each individual or entity must complete a separate U.S. Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox. However, spouses may complete one Form 1583, as long as both spouses include their separate information on the Form.

3) This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583 may be disclosed upon written request of any law enforcement or other governmental agency, or when legally mandated. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign an updated version of this Agreement and Form 1583 upon request.

4) Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. In the event of death or incapacity of Customer, the Center will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.

5) Customer agrees to pay an initial set-up fee of \$10.00 .Mailbox service fees are all due and payable in advance and Customer agrees that the Center may hold mail and packages pending payment. There will be no perorations or refunds for cancellation of any service. Customer agrees to pay a late fee of \$10.00 if any payment is not received within five (5) days of when due. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of \$10.00. Mailbox service fees and other related fees stated herein are subject to change. In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size mailbox and/or pay additional charges. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.

6) Upon expiration, cancellation or termination of this Agreement, the Center will:

a. Re-mail (i.e., forward) Customer's mail for six (6) months, provided Customer pays the postage, packaging material, and forwarding fees in advance. Additionally, Customer must pay a monthly storage fee of one month's rent for month 1, and double the monthly rate for months 2 through 6 in advance for the time period that mail is to be forwarded. It is Customer's responsibility to make arrangements with the Center to identify any mail forwarding needs prior to the expiration, cancellation or termination of this Agreement.

b. Store the mail or packages for up to six (6) months provided Customer pays a storage fee of \$10 per cubic foot of mail per month for the time period in which the Center holds the mail or package(s). It is the Customer's responsibility to make arrangements with the Center to identify any mail storage needs prior to the expiration, cancellation or termination of this Agreement.

c. Retain Customer's mail, other than Unsolicited Mail, at the Center for a period of thirty (30) days, if Customer leaves no forwarding fees and forwarding address. After such time, any mail or package may be discarded or destroyed.

d. Discard or destroy any "Unsolicited Mail" (e.g., bulk mail; mail addressed as "occupant," "current resident" or similar designation; or coupons, advertising or other promotional material) delivered to or remaining at the Center.

e. Refuse any package addressed to Customer delivered by any party other than the U.S. Postal Service, such as a commercial courier service.

7) Six (6) months after the expiration, cancellation or termination of this Agreement, the Center may:

a. Refuse any mail or package addressed to Customer and delivered to the Center.

b. Discard or destroy any of Customer's mail or package delivered to or remaining at the Center at such time.

8) The term of this Agreement shall be the initial period paid for by Customer and any renewal period paid for by Customer from time to time. Renewal of this Agreement for additional terms shall be at the Center's sole discretion.

9) Customer agrees that the Center may terminate or cancel this Agreement for good cause at any time by providing Customer thirty (30) days written notice. Good cause shall include

but is not limited to: 1) Customer abandons the Mailbox; 2) Customer uses the Mailbox for unlawful, illegitimate or fraudulent purposes; 3) Customer fails to pay monies owed the Center when due; 4) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive or disruptive behavior toward other customers of the Center or the Center's employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any person authorized by Customer to use the Mailbox will be attributed to Customer.

10) Any written notice to Customer required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Customer's Mailbox or at the time personally delivered to Customer. In the event of a termination notice based upon abandonment of the Mailbox, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial courier service or the United States Postal Service for next day delivery, or (b) five (5) days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to Customer at Customer's address as set forth in Form 1583, or on the date of actual receipt, whichever is earlier.

11) As Customer's authorized agent for receipt of mail, the Center will accept all mail, including registered, insured and certified items. Unless prior arrangements have been made, the Center shall only be obligated to accept mail, or packages delivered by commercial courier services which require a signature from the Center as a condition of delivery. Customer must accept and sign for all mail and packages upon the request of the Center. Packages not picked up within 5 days of notification will be subject to a storage fee of \$5.00 per day per package, which must be paid before Customer receives the package. In the event Customer refuses to accept any mail or package, the Center may return the mail or package to the sender and Customer will be responsible for any postage or other fees associated with such return. C.O.D. items will be accepted ONLY if prior arrangements have been made and payment in advance is provided to the Center.

12) Customer agrees to protect, indemnify, defend and hold harmless the Center, Mail Boxes Etc., Inc., and their respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims and causes of action for personal injury or property damage arising from such use or possession, from failure of the U.S. Postal Service or any commercial courier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, and from any violation by Customer of applicable federal, state or local laws.

13) Customer acknowledges and agrees that the Center is an independently owned and operated franchisee of Mail Boxes Etc., Inc. ("Franchisor") and that Franchisor is not responsible for any acts or omissions of its franchisees.

14) CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THE CENTER AND FRANCHISOR, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$50.00 REGARDLESS OF THE NATURE OF THE CLAIM.

(INITIAL \_\_\_\_\_)

15) Customer must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. The Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."

16) Delivery by commercial courier services must be made to the Center street address only (and not to a P.O. Box). "P.O. Box" may be used only if it is part of Customer's "Caller Service" (arrangement for delivery of mail through Centers using a U.S. Postal Service address) address format. Upon signing this Agreement, Customer shall provide two forms of valid identification, one of which shall include a photograph. This Agreement may not be amended or modified, except in a writing signed by both parties.

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

AUTHORIZED CENTER REPRESENTATIVE

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

HOW DID CUSTOMER HEAR ABOUT US? \_\_\_\_\_

**NOTE:** This agreement cannot be executed unless it is accompanied by an original signed and notarized PS Form 1583 – Application for Delivery of Mail Through Agent.