



# Postal Plus

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dba COMMONS MAIL SERVICES  
Federal ID No. 26-0030197

(979) 268-7727 FAX: 268-7528  
postalplus1@verizon.net

## Private Mailbox (PMB) Rental Agreement

This Private Mailbox Rental Agreement is made by and between \_\_\_\_\_, hereinafter referred to as “Lessee” and CRCR Investments, Inc. dba Postal Plus-Commons Mail Services, hereinafter referred to as “CMS”, and will be governed by these private mailbox terms and conditions of agreement to which each party agrees:

1. Mailbox Lessee agrees to use services in accordance with CMS rules and in compliance with the U.S. Postal Service (USPS) Domestic Mail Manual (DMM), as well as, Federal, State, Local and Texas A&M University statutes and regulations. The use of the A&M University “Private Mail Box System” is for private use only and is NOT to be used for establishing and/or maintaining a business. Failure to abide by this agreement will result in cancellation of service without notice, refund or mail forwarding. **USPS mail/parcels and common carrier packages/parcels will not be accepted for anyone who: 1) does not have a properly executed and current Application for Delivery of Mail Through Agent (PS Form 1583) on file and 2) does not accept the terms of this rental agreement.**

2. By completing this agreement and USPS Form 1583, the Lessee appoints CMS as their agent for the receipt of US Mail/Parcels for a period not to exceed that for which rent has been paid in advance. All mail/parcels addressed to the mailbox Lessee will be delivered and placed in the assigned Lessee’s mailbox in a timely manner. Once mail/parcels have been placed in the Lessee’s mailbox, it shall be deemed to have been delivered to Lessee. CMS is not responsible for failure of the U.S. Postal Service to: 1) deliver mail/parcels, 2) deliver it in a timely fashion, or 3) in an undamaged condition. Furthermore, no liability can be assumed for the contents of the mail/parcels in the private mailboxes or on the premises in the event of damage or loss due to fire, theft, vandalism, war, or acts of God.

3. The mailbox Lessee is responsible for the proper and truthful completion of a USPS Form 1583 which is to be kept on file. A USPS Form 1583 must be completed for each individual/entity for which mail is expected to be delivered by the terms of this agreement. The terms of this mailbox rental agreement apply to each of these individual(s) and entities. **Furthermore, the mailbox Lessee agrees not to use the private mailbox for any purpose prohibited by USPS regulations as well as Federal, State, Local and Texas A&M University statutes and regulations, or for any illegal or illegitimate purpose. Failure to do so may result in cancellation of mailbox service without notice.** All information provided by Lessee is confidential and will not knowingly be disclosed to anyone without Lessee’s prior consent except as outlined in PS Form 1583. If CMS suspects the private mailbox rental service is for any purpose other than its intended purpose, CMS has the right to notify/refer to the appropriate legal and/or university authority its suspicions.

4. All private mailbox fees are due and payable in advance. If the mailbox rent is not paid within 15 working days after the mailbox rental agreement is signed or expires, the agreement will be considered null and void, the box closed, mail received handled in accordance with USPS DMM, and the mailbox will then be subject to rental. **CMS does not prorate its fees and does not provide refunds in the event the mailbox Lessee cancels service prior to its agreed expiration date.**

Parcel Shipping/Receiving • Boxes & Packing Supplies • Mail Box Rental & Mail Forwarding  
Foam Packaging • Crating • Rubber & Self Inking Stamps • Laminating & Binding  
Passport Photos • Copies • Notary Service • Fax • Keys

5. Lessee agrees CMS will not accept mail/parcels for more than: 1) Two (2) students, or 2) One (1) faculty member, or 3) One (1) student university recognized organization in a single mailbox. Should Lessee(s) appoint/give another person or organization access to their mailbox to retrieve/collect their mail from CMS, the Lessee(s) will: 1) be responsible for the conduct of such person or organization and 2) notify CMS of that appointment in writing. CMS shall assume that possession of a mailbox combination/key is evidence of authority to collect mail/parcels. If mail/package received is excessive or oversized for the private mailbox, the Lessee(s) agree to retrieve these within two (2) calendar weeks of receipt. Once this grace period expires, the mail/package may be returned to sender. **Lessee will NOT “LOAN” the use of their Private Mailbox Service to anyone. To do so may result in the Lessee’s agreement termination of service without recourse, i.e., result in cancellation of service without notice, refund or mail forwarding (if requested).**

6. Upon discontinuing, cancellation, and/or termination of the Lessee mailbox agreement (last day of the fall/spring or summer school semester), the Lessee is responsible for notifying all correspondents of their forwarding and/or shipping address as soon as possible. **ALL MAIL AND CORRESPONDENCE ONCE DELIVERED TO COMMONS MAIL SERVICES CAN NOT BE FORWARDED WITHOUT PAYMENT THERETOFORE. MAIL MAY BE FORWARDED ONLY IF THIS SERVICE IS REQUESTED BY THE LESSEE AND PAYMENT ARRANGEMENTS FOR THE REQUIRED POSTAGE OR SHIPPING REQUIRED HAVE BEEN MADE IN ADVANCE. THE U.S. POSTAL SERVICE WILL NOT ACCEPT A ‘CHANGE OF ADDRESS’. THIS IS IN ACCORDANCE WITH THE U.S. POSTAL SERVICE RULES AND REGULATIONS.** Providing a suitable and proper forwarding address and information is the responsibility of the Lessee. CMS shall be responsible for only accepting the Lessee’s First-Class, Priority, Express Mail, accountable, and Parcel Post mail. If prior forwarding or pickup arrangements are not made, the mail/parcel is immediately marked “Returned to Sender” and “Undeliverable, Commercial Mail Receiving Agency, No Authorization to Receive Mail for this Addressee” and re-deposited into the U.S. Postal Service system. The determination to return such mail rests solely with the U.S. Postal Service. All mail other than First Class, Priority, Express, “endorsed”, accountable, and Parcel Post will be discarded. All “common carrier” packages/parcels will be refused and returned to sender, at sender’s expense, utilizing the same service as shipped. All unclaimed mail/parcels and common carrier packages/parcels will be considered abandoned handled as mentioned above and/or discarded.

7. **All mail/parcels and common carrier packages/parcels received by CMS for other than the Lessee, to include improperly addressed mail/parcels and common carrier packages/parcels, may be immediately returned, at sender’s expense, utilizing the same service as shipped.**

8. CMS does not prorate its fees and does not provide refunds in the event Lessee cancels service prior to its agreed expiration date.

9. In the event CMS commits or fails to commit any act which results in disruption of service to Lessee, and Lessee thereby suffers a loss, CMS liability shall be limited to not more than the amount CMS has vested in the Lessee’s Private Mailbox Rental Agreement, i.e., service(s) not yet received. Lessee agrees and understands that in no event shall damages include but not be limited to loss of profits or revenues, loss of goodwill, loss of use or interruption to the Lessee. Under no circumstance, will CMS be liable for incidental or consequential damages. Under no circumstances will CMS be liable for any and all printed material prepared or purchased by the Lessee using or referencing the CMS private mailbox number address.

10. Lessee agrees to protect, indemnify, and hold harmless CMS from and against any and all claims, demands, and causes of action of any nature what so ever relative to use of CMS facilities or service, and any expense of CMS incurred in a defense against same shall be reimbursed by Lessee. Lessee understands the relationship of the parties hereto is one of bailment and not landlord and tenant.

11. CMS will receive and sign for the Lessee all FedEx, UPS, and other such similar common carriers packages/parcels which are properly addressed to the Lessee. Under no circumstance will CMS be accountable, nor liable for, any and all such material. Special circumstances, such as, high volume/ number of parcels, may require assessment of a per package additional fee. An unusually high volume of mail may result in either a higher fee being charged or termination of this agreement. Lessee further agrees that parcels delivered to CMS for the Lessee will be delivered by common carrier only, that no "LTL/truck line" deliveries will be made, and that no hazardous or dangerous material will be delivered to Lessee. Failure to adhere to any of these mail/parcel delivery stipulations may result in termination of service. All unclaimed mail/parcels and common carrier packages/parcels will be returned to sender, at sender's expense, two (2) calendar weeks after being received and unclaimed.

12. Lessee agrees to use 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 US 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 above address designation. The address to be used by applicant for the purpose of receiving mail/parcels and common carrier packages is:

<u>(US Mail Format)</u>		<u>(All Other Shippers-Physical Address)</u>
<i>Lessee Name</i>		Commons Mail Services
PMB _____	Or	C/O <i>Lessee Name</i> PMB _____
<small>Section      Box #</small>		<small>Section      Box #</small>
2 Commons Lobby		2 Commons Lobby, Room 156
College Station, TX 77840-9500		College Station, TX 77840-9500

13. In accordance with US Postal Service Regulations, all accountable (certified, certified-retained-receipt, express, registered, insured, or C.O.D.) mail/parcels will be accepted by CMS on behalf of the Lessee. Full and advance payment of C.O.D. charges must be made to CMS prior to acceptance of C.O.D. packages. The Lessee authorizes CMS to accept and sign for FedEx, UPS, and other common/private carriers/messengers.

### **Private Mailbox (PMB) Rental Agreement**

I have:

- Read and understand the above agreement and policies and accept the terms.
- Authorized designated personnel of CMS to receive/accept and sign for any certified, certified-return-receipt, express, registered, insured or COD mail or parcels addressed to me. For legal notification purposes, this mail will be considered to have been delivered to the Addressee/Lessee. I also hereby release from liability CMS and any personnel so designated by CMS regarding the loss of any certified, certified-retained- receipt, express, registered, insured, or COD mail.

Lessee Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

March 09