



Private Mailbox (PMB) Rental Agreement

This Private Mailbox Rental Agreement is made by and between _____ hereinafter referred to as “Lessee”, and Postal Plus and will be governed by these private mailbox terms and conditions of agreement to which each part agrees::

1. Mailbox Lessee agrees to use services in accordance with Postal Plus rules and in compliance with all U.S. Postal Service Domestic (USPS) Mail Manual (Sections: D042 and F020), as well as local, state, and federal statutes and regulations. Failure to do so will result in cancellation of service without notice, refund or mail forwarding. As has always been Postal Plus policy, USPS mail will not be accepted for anyone who does not have a properly executed and current Application for Delivery of Mail Through Agent (PS Form 1583) on file.
2. By completing this agreement and USPS Form 1583, a copy of which will be made available to the US Postal Service, Lessee appoints Postal Plus as agent for the receipt for a period not to exceed that for which rent has been paid in advance. All mail addressed to the Lessee will be delivered/placed in the assigned Lessee’s private mailbox in a timely manner. Once mail has been placed in the Lessee’s private mailbox, the mail shall be deemed to have been delivered to Lessee. Postal Plus is not responsible for failure of the U.S. Postal Service to deliver mail or to deliver it in a timely fashion or undamaged condition. Furthermore, no liability can be assumed for the contents of the mail in the boxes or on the premises in the event of damage or loss due to fire, theft, vandalism, war, or acts of God.
3. The Lessee is responsible for the proper and truthful completion of a U.S. Postal Service Form 1583 which is to be kept on file at the U.S. Post Office, Bryan, TX, and Postal Plus. A U.S. Postal Service Form 1583 must be completed for each individual/company for whom mail is expected to be delivered by the terms of this agreement. The terms of this private mailbox rental agreement apply to each of these individual(s) and entities. Furthermore, the Lessee agrees not to use the mailbox for any purpose prohibited by U.S. Postal Service regulations as well as local, state and federal statutes and regulations, or for any illegal or illegitimate purpose. Failure to do so will result in cancellation of private 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 Postal Plus suspects the private mailbox rental service is for any purpose other than its intended, Postal Plus has the right to notify and refer to the appropriate legal authority its suspicions.
4. All private mailbox fees are due and payable in advance as of the first day of each month to include the month the private mailbox was rented. If mailbox rent is not paid on time, the Lessee’s mail will be held pending payment. If the private mailbox rent is not paid within 15 days after the rent expires, the mailbox Lessee agreement will be considered null and void, the box closed, mail received handled in accordance with USPS DMM D042, and the private mailbox will then be subject to rental. Postal Plus does not prorate its fees and does not provide refunds in the event Lessee cancels service prior to its agreed expiration date.

5. All keys “loaned” to the Lessee remain the property of Postal Plus and are not to be duplicated or modified without the express written consent of Postal Plus. A key deposit is refundable for each key the Lessee has been “loaned” after they have been returned after termination of mailbox rental service.

6. Lessee agrees Postal Plus will not accept mail for more than two (2) adult individuals, businesses, or organizations in a single private mailbox. Should Lessee(s) appoint another person or organization to retrieve/collect mail from Postal Plus premises, Lessee(s) shall: 1) be responsible for the conduct of such person or organization and 2) notify Postal Plus of that appointment in writing. Postal Plus shall assume that possession of a key is evidence of authority to collect mail. If mail received is excessive for the size mailbox rented, the Lessee agrees to pay for and lease a private mailbox or boxes of adequate size to accommodate the mail volume.

7. Upon discontinuing, cancellation and/or termination of the Lessee mailbox agreement, the Lessee is responsible for notifying all correspondents of their forwarding address as soon as possible. The Lessee is further responsible for: 1) providing a suitable and proper forwarding address, including phone number, 2) place on deposit a suitable dollar deposit to cover anticipated mail forwarding cost; or, 3) mail may be discarded. **ALL MAIL AND CORRESPONDENCE ONCE DELIVERED TO POSTAL PLUS CAN NOT BE FORWARDED OR RETURN MAIL 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.** Postal Plus shall be responsible for holding Lessee’s First-Class mail for up to six (6) months during which time Lessee may retrieve said mail one time each month. After this retrieval of mail, Postal Plus shall refuse to accept further mail for Lessee, shall mark all such First-Class mail “Undeliverable, Commercial Mail Receiving Agency, No Authorization to Receive Mail for This Addressee” and redeposit such mail into the U.S. Postal Service system. The determination to return such mail rests solely with the U.S. Postal Service. All mail not forwarded or retrieved will be discarded after the grace period and handled in accordance with USPS DMM D042 regulations.

8. In the event Postal Plus commits or fails to commit any act which results in disruption of service to Lessee, and Lessee thereby suffers a loss, Postal Plus liability shall be limited to not more than the amount Postal Plus has invested in the Lessee’s Private Mailbox Rental Agreement, i.e., service 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 of Lessee’s business. Postal Plus will not be liable for incidental or consequential damages. Under no circumstance, will Postal Plus be liable for any and all printed material, letterhead/return enveloped/invoices/etc., prepared and purchased by the Lessee using or referencing the Postal Plus private mailbox number street address.

9. Lessee agrees to protect, indemnify, and hold harmless Postal Plus from and against any and all claims, demands, and causes of action of any nature what so ever relative to use of Postal Plus facilities or service, and any expense of Postal Plus 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.

10. Postal Plus will receive and sign for the Lessee, as a courtesy, all FedEx, UPS, and other such similar common carriers which are addressed to the Lessee. Under no circumstance will Postal Plus be accountable nor liable for any and all such material. Charges for private mailbox service are based on 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 this agreement. Lessee further agrees that parcels delivered to Postal Plus for the Lessee 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 Lessee. Failure to adhere to any of these parcel delivery stipulations will result in termination of service.

11. Lessee agrees to only 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 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 above address. The address to be used by applicant for the purpose of receiving mail is as follows:

Applicant's Name or Business Name
3708 East 29th Street, PMB ____ or # ____
Bryan, TX 77802-3901

12. Mailbox Lessee has the right and privilege to call in and inquire as to the contents of the Lessee private mailbox. The Lessee must identify himself and the private mailbox number leased. Under no circumstances will Postal Plus personnel open mail and inform the caller of its contents.

13. In accordance with US Postal Service Regulation, certified, register, insured, or C.O.D. mail or parcels will be accepted by Postal Plus on the behalf of the Lessee. Full and advance payment of C.O.D. charges must be made to Postal Plus prior to acceptance of C.O.D. packages. The Lessee authorizes Postal Plus to accept and sign for UPS, FedEx, DHL, and other private carriers/messengers.

Private Mailbox (PMB) Rental Agreement

I read and understand the above agreement and policies and accept* the terms of agreement:

Lessee Signature: _____ Date Signed: _____

***The Lessee has 72 hours from date of acceptance to reconsider and cancel this agreement.**

Restricted Mail (Item 5, USPS Form 1583)

I, Lessee, hereby authorize designated personnel of Postal Plus to receive/accept and sign for any certified, certified-return receipt, registered, insured, or C.O.D. mail or parcels addressed to me at my Postal Plus private mailbox address. Lessee also hereby release from liability Postal Plus and any personnel so designated by Postal Plus regarding the loss of any certified, certified-returned receipt, registered, insured, or COD mail or parcels.

Lessee Signature: _____ Date Signed: _____