

Mailbox Service Agreement



Center Number: _____

Customer Information

| | | |
|---------------------------|-------------------------|--------|
| Name: | | |
| Company: | | |
| Address: | | |
| City: | State: | ZIP: - |
| Business Telephone: () - | Home Telephone: (-) | |
| Fax: () - | Mobile Telephone: (-) | |
| E-mail Address: | Text Messaging ID: | |

NOTE: By providing a mobile telephone number or e-mail address above, Customer (identified above and defined below) consents that Wall Street Mailboxes (identified and defined herein as WSM) may send Customer text or e-mail messages relating to Customer's use of Mailbox (identified and defined below). Customer's mobile carrier may assess charges to Customer as a result of such text or e-mail messages. (Message and data rates may apply.)

Mailbox Information

| | |
|-----------------|---------------|
| Mailbox Number: | Mailbox Size: |
|-----------------|---------------|

Terms and Conditions

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, including key(s) and/or access code(s) to Center premises and the mailbox (collectively, "**Mailbox**") at WSM identified above ("**Center**") under the terms set forth herein. In the event Center provides lockers/locker services to Customer, the term Mailbox as defined above shall also include lockers, the locker Package Management Tool (defined below), and key(s) and/or access code(s) to lockers.
2. Customer agrees that Customer will not use Center premises, Mailbox, 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 Mailbox shall be in conformity with this Agreement and all applicable federal, state, and local laws. Each individual or entity must complete a separate United States Postal Service® Form 1583 ("**Form 1583**") to be authorized to receive mail or packages at Mailbox.
3. Copies of this Agreement and Form 1583, including Customer's name, address, e-mail address, and telephone number, may be stored by Center's franchisor, WSM or its successor, and Center's service providers, which may be affiliates of WSM ("**Vendor**"). This Agreement and Form 1583 shall remain confidential, except that WSM and any successor may use your personal information in accordance with WSM's privacy notice, available at www.wallstreetmailboxes.com/privacy-policy. Such use may include direct marketing to Customer by WSM and communication between WSM and Customer related to Customer's use of Mailbox. This Agreement, Form 1583, and your personal information may be disclosed to Vendor, and upon written request of any law enforcement or other governmental agency, and when otherwise 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 a revised version of this Agreement and Form 1583 whenever any information required on this Agreement or Form 1583 changes.
4. Possession of Mailbox key or access code shall be considered valid evidence that the possessor is duly authorized to remove any contents from Mailbox. In the event of death or incapacity of Customer, 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:
 - a. An initial set-up fee of \$_____(which includes a Mailbox key fee, access code fee, and other fees associated with opening Mailbox);
 - b. A door key fee of \$_____(which includes an exterior door key fee, access code fee, and other fees associated with 24-hour access); and
 - c. Any applicable monthly service fees and any applicable sales, use, or other taxes.

Mailbox service fees are all due and payable in advance, and Customer agrees that Center may withhold mail and packages from Customer pending payment. There will be no pro-rations or refunds for cancellation of any service. Customer agrees to pay a late fee of \$ ____ if any payment is not received within five (5) days of when due. In the event Mailbox lock or access code is changed upon the request or fault of Customer, Customer agrees to pay a fee of \$. Mailbox service fees and other related fees stated herein are subject to change.

If Center provides lockers/locker services, Customer understands and agrees that Center uses a locker package management tool ("**Package Management Tool**") provided by Vendor. After accepting a package for Customer under this Agreement, Center or Vendor may notify Customer of the receipt of the package via telephone, e-mail, or text message. The e-mail includes a link to Package Management Tool site where Customer may elect to (a) retrieve the package from a Center employee during business hours ("**In-Person Retrieval**"), or (b) retrieve the package from a locker that is accessible to Customer twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein, including payment of additional fees ("**Locker Retrieval**"). Locker Retrieval is available only for packages that are not larger than 15" W x 23" D x 18" H. Customer must retrieve packages from the locker within days. Packages not picked up within that time frame will be removed from the locker and must be picked up in person within business hours.

For In-Person Retrieval, Customer may be required to present a valid government-issued photo identification each time Customer picks up packages from Center. For Locker Retrieval, after Customer pays for the fees associated with Locker Retrieval, Customer will receive an access code(s) for Customer to input into Package Management Tool device(s) located in-Center and retrieve the package from a locker.

CUSTOMER UNDERSTANDS AND AGREES THAT ITS USE OF PACKAGE MANAGEMENT TOOL, INCLUDING WITHOUT LIMITATION USE AND COLLECTION OF PAYMENTS AND PERSONAL INFORMATION BY VENDOR, IS SUBJECT TO VENDOR'S TERMS AND CONDITIONS AVAILABLE AT www.wallstreetmailboxes.com/terms-of-service. NEITHER WSM NOR CENTER MAKES ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH VENDOR OR PACKAGE MANAGEMENT TOOL OR THE USE THEREOF BY CUSTOMER OR ANY OTHERS.

In the event that Customer receives an unreasonable volume of mail or packages at Mailbox according to Center's reasonable judgment, Center may require Customer to upgrade to a larger size Mailbox and pay any additional charge. Center reserves the right to increase 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 Mailbox pursuant to Form 1583.

Mailbox Service Agreement

6. Customer agrees that upon expiration, cancellation, or termination of this Agreement, Customer will not file a change of address order with the post office. Customer and Center further agree that upon expiration, cancellation, or termination of this Agreement, Customer authorizes Center to accept and destroy any "Unsolicited Mail" (e.g., mail addressed to "occupant," "current resident," or similar designation; or coupons, advertising, or other promotional material) and any mail addressed to Customer that is delivered to Center by the United States Postal Service for six (6) months; and may refuse any package addressed to Customer delivered by any party other than the United States Postal Service, such as a commercial carrier service. However, at Customer's election, Center will:
 - a. Re-mail (i.e., forward) Customer's mail (except for Unsolicited Mail) for six (6) months upon Customer's payment in advance for postage, packaging material, and forwarding fees. Customer must pay a monthly forwarding fee of \$_____ for month 1, and \$_____ for months 2 through 6 in advance for the time period that mail is to be re-mailed. It is Customer's responsibility to make arrangements with Center to identify any mail forwarding needs prior to the expiration, cancellation, or termination of this Agreement; or
 - b. Store the mail or United States Postal Service packages (except for Unsolicited Mail) for up to six (6) months upon Customer's payment in advance of a storage fee of \$_ per month for the time period in which Center holds the mail or packages, plus a service fee of \$ for each time Customer visits Center to pick up such items. It is Customer's responsibility to make arrangements with Center to identify any mail storage needs prior to the expiration, cancellation, or termination of this Agreement.
7. Six (6) months after the expiration, cancellation, or termination of this Agreement, Center may:
 - a. Refuse any mail or package addressed to Customer and delivered to Center.
 - b. Destroy any of Customer's mail or packages remaining at Center at such time.
8. Customer authorizes Center to complete and file a Shipper's Export Declaration as "agent" on behalf of Customer as "principal party in interest" when necessary and to act on behalf of Customer as Customer's true and lawful agent for purposes of any and all re-mailing, including any re-mailing that requires the filing of a Shipper's Export Declaration by Center (i.e., any export transaction), in accordance with the laws and regulations of the United States. Customer further agrees to provide Center with true, accurate, and complete information regarding the contents of any mail or packages to be re-mailed by Center, whether during the term of this Agreement or after termination or cancellation.
9. 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 Center's sole discretion.
10. Customer agrees that Center may terminate or cancel this Agreement for good cause at any time by providing Customer with written notice. Good cause shall include but is not limited to: 1) Customer abandons Mailbox; 2) Customer uses Mailbox for unlawful, illegitimate, or fraudulent purposes; 3) Customer fails to pay monies owed 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 Center or 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 Mailbox will be attributed to Customer.
11. 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 Mailbox, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial carrier 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 pre-paid, and addressed to Customer at Customer's address as set forth in Form 1583, or on the date of actual receipt, whichever is earlier.
12. As Customer's authorized agent for receipt of mail, Center will accept all mail, including registered, insured, and certified items, and, if authorized on Form 1583, restricted mail (i.e., mail where the sender has paid a fee to direct delivery only to an individual addressee or addressee's authorized agent). Unless prior arrangements have been made, Center shall only be obligated to accept mail or packages delivered by commercial carrier services, which require a signature from Center as a condition of delivery. Customer must accept and sign for all mail and packages upon the request of Center. Packages not picked up within days of notification will be subject to a storage fee of \$___ per day per package up to a maximum of ___ days, which must be paid before Customer receives the package. (This applies regardless of whether Customer elected In-Person Retrieval or Locker Retrieval.) In the event Customer refuses to accept any mail or package, or fails to pick up any mail or package within the maximum number days, 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. If Center is unable to return a package to the shipper for any reason at all, including, but not limited to, Center's inability to identify the shipper or a return address, Customer authorizes Center to dispose of the package in accordance with state law. C.O.D. items will be accepted ONLY if prior arrangements have been made and payment in advance is provided to Center. In those states where Center is required by law to act as Customer's agent for service of process, Customer hereby authorizes Center to act as Customer's agent for service of process, and this authorization shall remain in effect for as long as this Agreement is in effect, or as long as required by state law, whichever is later. Center agrees to follow its standard procedures for the timely placement of mail received at Center and addressed to Customer into Customer's Mailbox, and Customer hereby releases and agrees to protect, indemnify, defend, and hold harmless Center from any and all liability that may arise at any time in connection with Center's actions or status as Customer's agent for service of process.
13. Customer agrees to protect, indemnify, defend, and hold harmless Center, WSM 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 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 United States Postal Service or any commercial carrier 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 Mailbox contents by any cause whatsoever, from Center's collection or remission of sales, use, or any other taxes, including, but not limited to, Center's failure to refund any amounts that have been collected or remitted, from any penalties, fines, or other liabilities that arise out of, or in connection with, Center's actions or status as Customer's agent with respect to export transactions, or Center's completion and filing of any Shipper's Export Declaration on behalf of Customer, and from any violation by Customer of applicable federal, state, or local laws, or the laws of any foreign jurisdiction. In the event that Center submits or processes any sales, use, or other tax refund claim on behalf of Customer, Customer agrees to cooperate fully with Center, including, but not limited to, providing any and all information and documentation necessary to process or submit such a claim.
14. Customer acknowledges and agrees that Center is an independently owned and operated franchise of TUPSS and that TUPSS is not responsible for any acts or omissions of its franchisees.
15. CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF CENTER AND WSM, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PERFORMANCE HEREUNDER SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM. (INITIAL:_____)
16. Customer must use the exact mailing address for Mailbox without modification as set forth in Section three (3) of Form 1583. The United States Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."
17. Delivery by commercial carrier services must be made to 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 United States Postal Service address) address format.
18. Upon signing this Agreement, Customer shall provide two (2) 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: / / _____

Mailbox Service Agreement

| For Center Use Only | |
|---|-----------|
| Authorized Center Representative Signature: | Date: / / |
| How did the customer hear about us? | |
| Comments: | |