

Application for Delivery of Mail Through Agent

See Privacy Act Statement on Reverse

1. Date

In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service™ upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public. The agent provides the original completed signed PS Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of PS Form 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable Postal Service rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

This application may be subject to verification procedures by the Postal Service to confirm that the applicant resides or conducts business at the home or business address listed in boxes 7 or 10, and that the identification listed in box 8 is valid.

2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent. (Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.)

3a. Address to be Used for Delivery (Include PMB or # sign.)

PMB Or # _____
14320 Ventura Blvd.
Sherman Oaks, CA 91423

4. Applicant authorizes delivery to and in care of: (Name, Address, and ZIP Code of Agent)

Mail Boxes N More
14320 Ventura Blvd.
Sherman Oaks CA. 91423

5. This address is used to include restricted delivery mail for the undersigned(s):

6. Name of Applicant

7a. Applicant Home Address (No., street, apt./ste. no)

8. Two types of identification are required. One must contain a photograph of the addressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. The agent must write in identifying information. Subject to verification.

7b. City 7c. State 7d. ZIP + 4

a.

7e. Applicant Telephone Number (Include area code)

b.

9. Name of Firm or Corporation

10a. Business Address (No., street, apt./ste. no)

Acceptable identification includes: valid driver's license or state non-driver's identification card; armed forces, government, university, or recognized corporate identification card; passport, alien registration card or certificate of naturalization; current lease, mortgage or Deed of Trust; voter or vehicle registration card; or a home or vehicle insurance policy. A photocopy of your identification may be retained by agent for verification.

10b. City 10c. State 10d. ZIP + 4

10e. Business Telephone Number (Include area code)

11. Type of Business

12. If applicant is a firm, name each member whose mail is to be delivered. (All names listed must have verifiable identification. A guardian must list the names of minors receiving mail at their delivery address.)

13. If a CORPORATION, Give Names and Addresses of Its Officers

14. If business name (corporation or trade name) has been registered, give name of county and state, and date of registration.

Warning: The furnishing of false or misleading information on this form or omission of material information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties).

15. Signature of Agent/Notary Public

16. Signature of Applicant (If firm or corporation, application must be signed by officer. Show title.)



14320 Ventura Boulevard
Sherman Oaks, CA 91423
Tel: (818) 817-0901
Fax: (818) 817-0906

AUTHORIZED CENTER FOR
UPS * FED-EX * DHL

CUSTOMER NAME: _____

COMPANY: _____

ADDRESS: _____

HOME PHONE: _____ WORK PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

MAILBOX NUMBER: _____ SIZE OF MAILBOX: _____

1) This Mailbox Service Agreement ("Agreement") is made by the Customer identified above ("Customer") for the use of and services related to a mailbox (the "Mailbox") at the Mail Boxes N More identified above (the "Center") under the terms set forth herein.

2) Customer agrees that Customer will not use, and will not permit others to use, Customer's mailbox, or the Center premises or any Center services for any unlawful or fraudulent purpose, or for any purpose prohibited by U.S. postal regulations. Customer further agrees that the use of the Mailbox shall be in conformity with all applicable federal, state and local laws. Each individual or company Customer shall complete a separate U.S. Postal Service Form 1583 in order to be authorized to receive mail or packages at the Center. (Spouses may complete one Form 1583, as long as each spouse includes his/her 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 request of any law enforcement or other governmental agency, or when legally mandated. Additionally, Customer acknowledges that, pursuant to postal regulations, the information required to complete Form 1583 may be made available by the U.S. Postal Service to the public if "yes" in block five (5) on Form 1583 is checked. Upon request, Customer agrees to complete all necessary documents, including Form 1593 and any required acknowledgment form relating to service of legal 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 the 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 and a refundable security/key deposit fee of \$15.00, as well as applicable monthly service fees. The security deposit is refundable upon expiration, cancellation or termination of this Agreement, provided that Customer returns the mail box and door keys, and pays all sums owed to the Center.

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 prorations 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 days of the due date. In the event that the Mailbox lock is changed upon the request or fault of the Customer, Customer agrees to pay a fee of \$25.00. Mailbox service fees and other related fees stated herein are subject to change with notice.

In the event Customer receives an unreasonable volume of mail or packages, according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger mailbox, and to pay any additional charges. The Center reserves the right to increase Mailbox service fees in the event that Customer adds additional individuals or entities to the names authorized to receive mail and packages at the Center, pursuant to Form 1583; and to charge additional storage fees for extra-large packages which will not fit in the Customer's Mailbox, or for items left at the Center for longer than 3 days.

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

- a) Remail (i.e., forward) Customer's mail for six (6) months, provided that Customer pays for the postage, packaging material, and forwarding fees in advance. Additionally, Customer must pay a monthly storage fee in advance of \$20.00 for the first month, and \$15.00 for months 2 through 6 for the time period mail is to be forwarded. It is the 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) Discard or destroy any Unsolicited (i.e. "bulk") Mail addressed to "occupant," "current resident," or similar designation; or coupon, advertising or other promotional material delivered to or remaining at the Center.
- c) Retain Customer's mail, other than Unsolicited Mail, at the Center for a period of thirty (30) days from the date of delivery or six (6) months after the expiration, cancellation or termination of this Agreement, whichever comes first, if Customer leaves no forwarding fees and forwarding address. After such time, any mail or packages may be discarded or destroyed. In order to pick up any mail or package during the six (6) month period, Customer must pay a storage fee of \$20.00 per month for the time period in which the Center holds the mail or package(s), plus a service fee of \$10.00 for each time the Customer visits the Center to pick up such items.
- d) 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:
- Refuse any mail or package addressed to Customer and delivered to the Center.
 - Discard or destroy any of Customer's mail or packages delivered to or still 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 or fraudulent purposes; 3) Customer fails to pay monies owed the Center when due; 4) Customer receives in 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; 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 obliged 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 fee must be paid before Customer receives the package. In the event the Customer refuses to accept any mail or package, the Center may return the mail or package to the sender, and the Customer will be responsible for the 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 has been made to the Center.

12) Customers agree to protect, indemnify and defend the Center and its affiliates, directors, agents, and employees from and against any and all liabilities, judgments, settlements amounts, costs, and claims of any type arising out of or in connection with the use or possession of the Mailbox, including without limitation any claims for personal injury or property damages arising from such use or possession, or from failure of the U.S. Postal Service or any commercial courier service to deliver on time or otherwise deliver any item (mail, packages, etc.), and from damage to or loss of any package or mail, or to the Mailbox content by any cause whatsoever, and from any violation by Customer of applicable, federal, state or local laws.

13) CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THIS CENTER AND FRANCHISOR, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM.

----- (Initial)

14) Customer MUST use the exact mailing address for the Mailbox without modification as set forth in section three (3) of form 1583. Mail received by Customer must bear a delivery address that contains at least the following elements, in this order:

- (1) Intend addressee's name or other identification. (Example: Joe Doe or ABC Co.)
- (2) "PMB" and number. Example: PMB 234. OR #234
- (3) Street number and name or post office box number or rural route designation and number.
(Example: 10 Main St, Or P.O. Box 34, OR RR I BOX.)
- (4) City, state, and Zip Code (5- digit or ZIP+4). (Example: Herndon VA 22071-2716.)

The Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed"

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

16) **Confidentiality.** Except as required by law, CENTER will not divulge any information to individuals or organizations, including any documents, photographs, publications, addressed, phone numbers, or other material or information which has come into its possession, or over which CENTER may have control as a result of its association with Customer. Center will not give interviews or make comments to any television, radio, newspaper, periodical, or any publication or its representatives regarding its association with Customer.

CUSTOMER SIGNATURE: _____ DATE: _____

PRINTNAME: _____

CENTER REPRESENTATIVE SIGNATURE: _____ DATE: _____

ACKNOWLEDGMENT BY PRIVATE MAILBOX SERVICE CUSTOMERS

This acknowledgment is required by Section 17538.5 of the California Business and Professions Code.

Any person obtaining private mailbox receiving service in the State of California must read and acknowledge receipt of the following statement, which is to be kept on file at this Commercial Mail Receiving Agency (CMRA) and will be made available, upon demand, to the Department of Consumer Affairs or any law enforcement agency conducting an investigation.

By requesting and obtaining use of a CMRA in the State of California, I acknowledge that:

I am obligated to disclose my actual home address or place of residence on a United States Postal Service (USPS) Form 1583 or other form as may later be developed and I further agree that I will provide prompt written notice to this CMRA of any subsequent change in my home address or place of residence.

2) By signing below, I irrevocably authorize this CMRA to act as my Agent for service of process to receive any legal documents that may be served upon me. This authorization shall continue from the date of this acknowledgment until two years after my mail receiving service has been terminated. I understand that this CMRA will (A) place a copy of the documents or a notice that the documents were received in my mailbox or other place where I usually receive my mail, unless my mail receiving service has been terminated, and (B) send all documents by first class mail to my home or other last address known to the CMRA.

3) I further acknowledge that I understand that use of a CMRA for commercial purposes in the State of California requires the user to comply with all applicable laws, including Section 17538.5 of the Business and Professions Code and laws prohibiting unfair competition and false advertising, as set forth in Sections 17200 and 17500 of the Business and Professions Code. Violation of these laws may result in criminal or civil penalties or both. I understand that the USPS Form 1583 that must be prepared for each CMRA customer shall be delivered to the local United States Post Office and a copy of the form must be retained by this CMRA and made available upon demand to the Department of Consumer Affairs or any law enforcement agency conducting an investigation. I hereby agree to accept and abide by the foregoing requirements.

Date: _____ Signature: _____

Print Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____