

## SANTA MONICA MAILBOX AND SHIPPING APPLICATION FOR MAILBOX RENTAL

This agreement made (date) \_\_\_\_\_ by and between \_\_\_\_\_, hereinafter referred to as "applicant" and Santa Monica Mailbox and Shipping hereinafter referred to as "Santa Monica Mailbox and Shipping", shall be governed by these terms to which each party agrees:

1. By completing this form and USPS form 1583, Applicant appoints Santa Monica Mailbox and Shipping as the agent for the recipient for a period not to exceed that for which rent has been paid in advance. Applicant will pick up mail at least each month or make other suitable arrangements, in advance, with the Santa Monica Mailbox and Shipping. Should Applicant appoint another person or organization, Santa Monica Mailbox and Shipping shall assume that possession of a key is evidence of authority to collect mail.
2. The key loaned to Applicant shall require a refundable cash deposit, and remains the property of the Santa Monica Mailbox and Shipping and shall not be duplicated or modified by Applicant. The key deposit shall be refunded upon return of the key within ten (10) days of termination of service.
3. Once Santa Monica Mailbox and Shipping has placed Applicant's mail in the assigned mailbox, the mail shall be deemed to have been delivered, and Santa Monica Mailbox and Shipping shall not be responsible for loss, theft, or damage. Santa Monica Mailbox and Shipping is not engaged in the delivery of mail and cannot be responsible for failure of the any mail or package delivery providers to deliver mail, or to deliver it in a timely fashion or an undamaged condition.
4. Applicant agrees to use services in accordance with Santa Monica Mailbox and Shipping rules and in compliance with the U.S. Postal regulations, as well as local, state, and federal statutes and regulations. Failure to do so may result in cancellation of service, without notice, refund, or mail forwarding.
5. Information provided by Applicant will be kept confidential and will not knowingly be disclosed without Applicant's prior consent, except for law enforcement or postal operation purposes, in which case Santa Monica Mailbox and Shipping intends to cooperate fully. Law enforcement is further clarified in include all city, county, state or federal agencies or their representatives.
6. Mail will not be accepted for more than three (2) persons or organizations in a single mailbox and each must complete a USPS Form 1583 and provide photo identification. If Applicant consistently receives substantially more mail than can be placed in a single mailbox, Santa Monica Mailbox and Shipping reserves the right to require Applicant to rent a larger size box or one or more additional boxes. Special circumstances, for example, a high number of parcels, may require assessment of additional fees. An unusually high volume of mail will result in either a higher fee being charged, or termination of the mail receiving service. Applicant further agrees that parcels delivered to this address for the applicant will be delivered by a common carrier only, that truck line deliveries will not be made, that parcels will be retrieved within twenty-four (48) hours after delivery, and that no hazardous or dangerous materials will be delivered to Applicant. Failure to adhere to any of these parcel delivery stipulations will result in termination of service.
7. Applicant agrees to protect, indemnify, and hold Santa Monica Mailbox and Shipping harmless from and against any and all claims, demands, and causes of action any nature whatsoever relative to the use of Santa Monica Mailbox and Shipping facilities or services.
8. Should Santa Monica Mailbox and Shipping commit or fail to commit any act that results in disruption of service and Applicant thereby suffers a loss, Santa Monica Mailbox and Shipping's liability shall be limited to not more than the rental fees paid by Applicant for services not yet received. Santa Monica Mailbox and Shipping shall not be liable for incidental or consequential damages.
9. Per USPS regulations, Certified, Registered, Insured, or C.O.D. mail or parcels will be accepted by Santa Monica Mailbox and Shipping on the behalf of the Applicant. C.O.D. mail or parcels will only be accepted if advance payment has been made by the mailbox Applicant.
10. Santa Monica Mailbox and Shipping fees are due and payable in advance and notice thereof will be placed in Applicant's mailbox. No other notice will be required. Failure to pay such fees when they are due may result in disruption or cancellation of services. Santa Monica Mailbox and Shipping does not prorate fees and does not provide refunds in the event of cancellation by Applicant. **After a period of no later than one month, should Applicant fail to renew the mailbox rental, Santa Monica Mailbox and Shipping will consider the mailbox closed and return all mail to sender.**
11. Upon termination of services by Santa Monica Mailbox and Shipping, or failure to pay rent in advance by Applicant, Santa Monica Mailbox and Shipping shall not make Applicant's mail available without payment theretofore. Applicant understands that the United States Postal Service will not forward or return mail without payment, and will not accept a Change of Address. At termination of service, Applicant, if he wishes to have mail forwarded after that date, shall provide Santa Monica Mailbox and Shipping with a forwarding address and pay the required fees. In the event Applicant fails to do this, Santa Monica Mailbox and Shipping shall refuse any and all further mail and, in the case of mail already received, handle such mail in accordance with the USPS DMM D042.2.6 Regulations.

Customer Address: 406 Broadway, # \_\_\_\_\_, Santa Monica, CA 90401

Termination Addendum:

\_\_\_\_\_ Forward my mail to a new address in consideration thereof, I place \$ \_\_\_\_\_ on deposit to be used for this purpose.

\_\_\_\_\_ Do not forward my mail. I understand that mail will not be forwarded and may be disposed of.

Applicant Signature \_\_\_\_\_

## ACKNOWLEDGEMENT BY PRIVATE MAILBOX SERVICE CUSTOMERS

This acknowledgement is required by Section 17538.5 of the 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 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 private mailbox receiving service in the State of California, I acknowledge that:

1. I am obligated to disclose my actual home address or place of residence on a 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.
3. I further acknowledge that I understand that use of a private mailbox receiving service 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 United States Postal Service Form 1583 that must be prepared for each private mailbox receiving service 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.

I hereby agree to accept and abide by the foregoing requirements.

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Name Printed \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**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 PS 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.)		
			3b. City	3c. State	3d. ZIP + 4®
4. Applicant authorizes delivery to and in care of:			5. This authorization is extended to include restricted delivery mail for the undersigned(s):		
a. Name					
b. Address (No., street, apt./ste. no.)					
c. City	d. State	e. ZIP + 4			
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)		
			10b. City	10c. State	10d. ZIP + 4
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.			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.)		

I understand that I am solely responsible for the timely payment of my mailbox rental, and it is my sole responsibility to be aware of the renewal date. I further understand that notification by Santa Monica Mailbox and Shipping of my box due, either by notice in my box and/or a phone call, is a courtesy reminder.

By signing below, I authorize Santa Monica Mailbox and Shipping to automatically charge my credit card on file equal to the term of my rental, should I fail to renew payment of my box within 15 days of the renewal payment for my box.

I understand that if the payment cannot be made due to a declined credit card or any other reason, my box may be closed without notice, and a reactivation of my box will be subject to a fee equal to one month's rent.

I have read and agree to the terms of this statement.

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(Signature)

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(Date)