

Safety Deposit Self Storage Mailbox Rental Agreement

This Agreement made (date): _____ at _____ am/pm by and between _____,

hereinafter referred to as 'Applicant', and Meadows Ventures of Texas, Inc. d.b.a.Safety Deposit Self Storage, herinafter referred to as 'Mail Service', shall be governed by these terms to which each party agrees for the period beginning on _____ and ending on _____. Rent is per physical quarter and due before Jan. 1st, April 1st, July 1st , or October 1st. If rented in the middle of the physical quarter, you shall pay a prorated rent of _____ to finish out the _____ Quarter.

Safety Deposit Self Storage
1500 E. General Cavazos Blvd
Kingsville, TX 78363
361•595•5255 fax 361•595•1224

cs@sdkingsville.com
www.sdkingsville.com

1. By completing this form and USPS Form 1583, a copy of which will be made available to the United States Postal Service, applicant appoints Mail Service as agent for the receipt for a period not to exceed that for which rent has been paid in advance. Applicant will pick up mail at least once each month or make other suitable arrangements, in advance, with Mail Service. Mail Service will provide a lockbox key to applicant who may obtain his mail during the business hours posted by Mail Service. Should applicant appoint another person or organization, Mail Service shall assume that possession of a key is evidence of authority to collect mail.
2. The keys loaned to applicant shall require a refundable cash deposit, and remains the property of Mail Service 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 provided all sums owed to the Mail Service has been paid. Applicant understands that the relationship of the parties hereto is one of bailment and not landlord and tenant.
3. Once Mail Service has placed applicant's mail in the assigned lockbox, the mail shall be deemed to have been delivered, and Mail Service shall not be responsible for loss, theft or damage. Mail Service is not engaged in the delivery of mail and cannot be responsible for failure of the United States Postal Service to deliver mail or to deliver it in a timely fashion or undamaged condition.
4. Applicant agrees to use services in accordance with Mail Service rules and in compliance with all 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 Mail Service intends to cooperate fully. Law enforcement is further clarified to include all city, county, state or federal agencies or their representatives.
6. Mail will not be accepted for more than three (3) persons or organizations in a single lockbox and each must complete a USPS Form 1583 and provide photo identification. If applicant consistently

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receives substantially more mail than can be placed in a single lockbox, Mail Service reserves the right to require applicant to rent a larger size box or one or more additional boxes. Charges for service are based upon 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 the mail receiving service. Applicant further agrees that parcels delivered to this address for the applicant 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 applicant. Failure to adhere to any of these parcel delivery stipulations will result in termination of service. All ASPS mail and Common Carrier parcels arriving for nob-registered individuals or company names will be immediately returned, at senders expense, utilizing the same service as shipped, without notice.

7. Applicant agrees to protect, indemnify and hold harmless Mail Service from and against any and all claims, demands and causes of action any nature whatsoever relative to use of Mail Service facilities or services.

8. Should Mail Service commit or fail to commit any act which results in disruption of service and applicant thereby suffers a loss, Mail Service's liability shall be limited to not more than the rental fees paid by applicant for service not yet received. Mail Service 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 Mail Service on the behalf of applicant. Full, advance payment of C.O.D. charges must be made to Mail Service prior to acceptance of C.O.D. packages.

10. Mail Service fees are due and payable in advance and notice thereof will be placed in applicant's lockbox. No other notice will be required. Failure to pay such fees when due may result in disruption or cancellation of services. **Customer agrees to pay an additional late fee of \$10.00 if any payment is not received within fifteen-days (15) of its due date. Customers with a history of slow payment will be required to submit a credit or debit card authorizing automatic payment of monthly rental fees.** In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of \$25.00. Mailbox service fees and other related fees stated herein are subject to change. Mail Service does not prorate fees and does not provide refunds in the event of cancellation by applicant.

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11. Upon termination of services by Mail Service or failure to pay rent in advance by applicant, Mail Service 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/she wishes mail forwarded after that date, shall provide Mail Service with a forwarding address and pay the required fees. In the event applicant fails to do this, Mail Service shall refuse any further mail and, in the case of mail already received handle such mail in accordance with USPS DMM D042.2.6 regulations.

12. Applicant shall use only 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 # sign 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:

Sample USPS Approved Address Format:

Your Name/Business

1500 E. General Cavazos Blvd. # or PMB (your box number)

Kingsville, TX 78363-7120

X _____

X _____

Applicant Signature

Agent Representative Signature

Date _____

Date _____

Termination Addendum

At the termination of this rental contract, I hereby instruct the Safety Deposit Self Storage as follows:

___ Forward my mail to new address. In consideration thereof, I place \$_____ deposit to be used for this purpose, i.e., processing, packaging, mailing/shipping. (if this option is chosen, include forwarding funds with mail forwarding application.)

___ **Do Not** Forward my USPS mail. I understand that mail will not be forwarded and may be disposed of in accordance with USPS DMM 508 Section 1.9.3 upon termination of this PMB agreement.

_____ Date: _____
Applicant Signature