

**Z PRIVATE POST  
MAILBOX SERVICE AGREEMENT**

CUSTOMER NAME: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
HOME PHONE: \_\_\_\_\_ WORKPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_ MOBILE PHONE: \_\_\_\_\_  
MAILBOX NUMBER: \_\_\_\_\_ SIZE OF MAILBOX \_\_\_\_\_

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 (the "Mailbox") at Z Private Post under the terms set forth herein.
2. Customer agrees that Customer will not use Z Private Post premises or any Z Private Post 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 the Mailbox shall be in conformity with all applicable federal state and local laws. Each individual or entity must complete a separate Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox. However, spouses may complete one Form 1583, as long as both spouses include their 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 to the 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 1583 and any required acknowledgment form relating to service of 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 Customer, Z Private Post 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 \$25.00. Mailbox service fees are all due and payable in advance and Customer agrees that Z Private Post may hold mail and packages pending payment. There will be no prorating or refunds for cancellation of any service. Customer agrees to pay a late fee of \$5.00 if any payment is not received within five (5) days of when due. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of \$10.00. Mailbox service fees and other related fees stated herein are subject to change. In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to Z Private Post's reasonable judgment, Z Private Post may require Customer to upgrade to a larger size mailbox and pay any additional charge. Z Private Post reserves the right to increase the 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 the Mailbox pursuant to Form 1583.
6. Upon expiration, cancellation or termination of this Agreement, Z Private Post will:

- **Re-mail** (i.e., forward) Customer's mail for six (6) months, provided Customer pays the postage, packaging material, and forwarding fees in advance. Additionally, Customer must pay a monthly storage fee of \$15.00 for month 1, and \$10.00 for each remaining months in advance for the time period that mail is to be forwarded. It is Customer's responsibility to make arrangements with Z Private Post to identify any mail forwarding needs prior to the expiration, cancellation or termination of this Agreement.
  - **Discard** or destroy any "Unsolicited Mail" (e.g., bulk mail; mail addressed as "occupant," "current resident" or similar designation; or coupons, advertising or other promotional material) delivered to or remaining at Z Private Post.
  - **Retain** Customer's mail, other than Unsolicited Mail, at Z Private Post for a period of thirty (30) days from the date of delivery or three (3) months after the expiration, cancellation or termination of this Agreement, whichever ever comes first, if customer leaves no forwarding fees or forwarding address. After such time, any mail or package may be discarded or destroyed. In order to pick up any mail or package during the three (3) month period. Customer must pay a storage fee of \$15.00 per month for the time period in which Z Private Post holds the mail or package(s).
  - **Refuse** any package addressed to Customer delivered by any party other than the U.S. Postal Service, such as a commercial service.
7. Six (6) months after the expiration, cancellation or termination of this Agreement, the Z Private Post may:
    - Refuse any mail or package addressed to Customer and delivered to Z Private Post.
    - Discard or destroy any of Customer's mail or package delivered to or remaining at Z Private Post 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 Z Private Post's sole discretion.
  9. Customer agrees that Z Private Post 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: i. Customer abandons the Mailbox; ii. Customer uses the Mailbox for unlawful, illegitimate or fraudulent purposes; iii. Customer fails to pay Moines owed Z Private Post when due; iv. Customer receives an unreasonable volume of mail or packages; v. Customer engages in offensive, abusive or disruptive behavior toward other customers of Z Private Post or Z Private Post's employees; and vi. 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 item seven (7), or on the date of actual receipt, whichever is earlier.
  11. As Customer's authorized agent for receipt of mail, Z Private Post will accept all mail, including registered, insured and certified items. Unless prior arrangements have been

made, Z Private Post shall only be obligated to accept mail, or packages delivered by commercial courier service which require a signature from Z Private Post as a condition of delivery. Customer must accept and sign for all mail and packages upon the request of Z Private Post. Packages not picked up within 30 days of notification will be subject to a storage fee of \$5.00 per day per package, which must be paid before Customer receives the package. In the event Customer refuses to accept any mail or package, Z Private Post may return the mail or package to the sender and Customer will be responsible for any 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 is provided to Z Private Post.

12. Customer agrees to protect, indemnify, defend and hold harmless Z Private Post and its respective affiliates, 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 the 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 U.S. Postal Service or any commercial courier 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 the Mailbox contents by any cause whatsoever, and from any violation by Customer of applicable federal, state or local laws.
13. Customer acknowledges and agrees that Z Private Post is an independently owned and operated entity.
14. CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF Z PRIVATE POST, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM. Required\* INITIAL \_\_\_\_\_.
15. Customer must use the exact mailing address of the Mailbox without modification as set forth in Section three (3) of Form 1583. Z Private Post will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."
16. Delivery by commercial courier service must be made to Z Private Post street address only.

Upon signing this Agreement, Customer shall provide two forms of valid identification, one of which shall include a photograph. This Agreement may not be amended or modified, except in writing signed by both parties.

CUSTOMER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

AUTHORIZED Z PRIVATE POST REP SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Acknowledgment

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

Any persons 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 Agent (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:

1. 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 agreement 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 into 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 known address 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 Section 17200 and 17500 of the Business and Professions Code. Violations 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: \_\_\_\_/\_\_\_\_/2008      Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

### Accountable Mail Addendum

Notwithstanding the terms outlined above concerning mail delivery, I hereby instruct Z Private Post to accept Accountable Mail (registered and certified) on my behalf. In consideration for this service and the substantial responsibilities involved therein, I expressly release Z Private Post from all responsibility for loss, damage or other disposition of said accountable mail. In accordance with this release, I therefore waive any and all rights of claim against Mail Service in respect to Accountable Mail.