



**Lex Pack & Ship**

# Mailbox Service Agreement

954 Lexington Ave, New York, NY 10021

**Customer Information:** **Mail Box #** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **Country:** \_\_\_\_\_

**Business Phone:** \_\_\_\_\_ **Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

## Terms & Conditions:

1. This Mailbox Service Agreement is made and entered into by the customer identified above ("Customer") for the use of and the services related to a mailbox ("Mailbox") with Lex Pack & Ship under the terms set forth herein.
2. Customer agrees that Customer will not use Lex Pack & Ship premises or any of its services for any unlawful, illegitimate, or fraudulent purpose, or 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 city laws. Each individual or entity must complete a separate United States Postal Services Form 1583 ("Form 1583") to be authorized to receive mail or packages.
3. This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583, including Customer's name, address, and e-mail address, may be disclosed to its successor or to law enforcement or other governmental agency, or when legally mandated. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgement from 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 a 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, Lex Pack & Ship 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 **\$20.00**, as well as applicable monthly service fees and applicable sales taxes. All Mailbox service fees are due and payable in advance and Customer agrees that Lex Pack & Ship may withhold mail and packages from the Customer pending payment. There will be no pro-rations or refunds for cancellation of any service. Customer agrees to pay a late fee of **\$10.00** when any payment is not received with five (5) days of when it is due. 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 are subject to change.
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 Lex Pack & Ship further agree that upon expiration, cancellation, or termination of the Agreement, Customer authorizes Lex Pack & Ship to accept any mail, with the exception of "Unsolicited Mail" deliver by the United States Postal Service for a period up to six (6) months; and may refuse any packages addressed to Customer delivered by any other party other than United States Postal Service, such as a commercial carrier service. However at the Customers selection, Lex Pack & Ship will: A. Re-mail (forward) Customer's mail (except unsolicited mail) for six (6) months upon Customer's payment in advance for postage, packaging materials, and forwarding fees. Customer must be full paid for all past mailbox services and the Customer must pay a monthly forwarding fee of **\$30.00** for month 1, and **\$150.00** for months 2 through 6 in advance for the time period that the mail is to be re-mailed. It is the Customer's responsibility to make arrangements with Lex Pack & Ship to identify any mail forwarding needs prior to the expiration, cancellation, or termination of this Agreement; or B. Store the mail (except for Unsolicited Mail) for up to six (6) months upon Customer's payment in advance of a storage fee of **\$30.00** per month for the time period in which Lex Pack & Ship hold the mail or packages, plus a service fee of **\$10.00** for each time the Customer visits Lex Pack & Ship to pickup the mail. It is the Customer's responsibility to make arrangements with Lex Pack & Ship to identify any mail storage needs prior to expiration, cancellation, or termination of this Agreement.
7. Upon expiration, cancellation, or termination, if the Customer does not elect either option A or B, from above #6, Lex Pack and Ship will return all mail to the United States Postal Service with instructions to "Return to Sender". After six (6) months of expiration, cancellation, or termination of this Agreement, Lex Pack & Ship may destroy any of the Customer's mail or packages remaining at Lex Pack & Ship at such time.

8. Customer authorizes Lex Pack & Ship 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-mail, including and re-mail that requires the filing of a Shipper's Export Declaration by Lex Pack & Ship, in accordance with the laws and regulations of the United States. Customer further agrees to provide Lex Pack & Ship with true, accurate, and complete information regarding the contents of any mail or packages to be re-mailed by Lex Pack & Ship, whether during the term of the 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 Lex Pack & Ship's sole discretion.
10. Customer agrees that Lex Pack & Ship may terminate or cancel this Agreement for good cause at any time by providing Customer with written notice. Good cause shall include but not be limited to: 1) Customer abandons the Mailbox; 2) Customer uses the Mailbox for unlawful, illegitimate, or fraudulent purposes; 3) Customer fails to pay monies owed to Lex Pack & Ship when due; 4) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive, or disruptive behavior toward other customers or employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of the Agreement as provided herein, the actions of any person authorized by Customer to use the 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 it is 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 business 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 actual receipt, whichever is earlier.
12. As Customer's authorized agent for receipt of mail, Lex Pack & Ship will accept 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 for direct delivery to an individual addressee or addressee's authorized agent). Unless prior arrangements have been made, Lex Pack & Ship shall only be obligated to accept mail or packages delivered by commercial carrier services, which require a signature from Lex Pack & Ship as a condition of delivery. Customer must accept and sign for all mail and packages upon request of Lex Pack & Ship. Packages not picked up within **10** days will be subject to a storage charge of **\$10.00** per day per package, which must be paid before Customer receives the package. In the event that Customer refuses to accept any mail or package, Lex Pack & Ship may return the mail or package to the sender and the Customer will be responsible for all fees associated with the return. C.O.D. items will be accepted **ONLY** if prior arrangements have been made along with full payment in advance is made with Lex Pack & Ship. Customer agrees that packages of extreme size, weight, or physical condition will not be accepted by Lex Pack & Ship and determination of such shall be made solely at the discretion of Lex Pack & Ship.
13. Customer agrees to protect, indemnify, defend, and hold harmless Lex Pack & Ship and its 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 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 other taxes, including, but not limited to Lex Pack & Ship's failure to refund any amounts that have been collected or remitted, from any other penalties, fines, or other liabilities that arise out of, or in connection with, the Lex Pack & Ship actions or status as Customer's agent with respect to export transactions, or Lex Pack & Ship'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 Lex Pack & Ship submits or processes any sales, use, or other tax refund claim on behalf of Customer, Customer agrees to cooperate fully with Lex Pack & Ship, including, but not limited to, providing any and all information and documentation necessary to process and submit such a claim.
14. CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF LEX PACK & SHIP, 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: \_\_\_\_\_)
15. Customer must use the exact mailing address for the 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."
16. 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 writing signed by both parties.

Customer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Yes**, enroll me in automatic credit card payment plan. I hereby authorize Lex Pack & Ship to charge my credit card upon at time of renewal for the same term and the current rate at the time of renewal.

Name on Credit Card \_\_\_\_\_

Credit Card # \_\_\_\_\_ Security Code: \_\_\_\_\_ Expiration \_\_\_\_\_

Signature \_\_\_\_\_