

Contract for Mail Receiving Service

This Agreement made this _____ day of _____, 20____ by and between _____, hereinafter referred to as "Applicant", and Pony Mailing & Business Center, hereinafter referred to as "Pony", shall be governed by these terms to which each party agrees:

1. By completing this form and USPS Form 1583, which will be made available to the United States Postal Service, applicant appoints Pony as agent for the receipt of mail and packages from common carriers as defined by Pony for a period not to exceed that for which rent has been paid in advance. Applicant will pick up mail at least once each week (or more often if needed to be assured that mailbox will not be overfull) or make other suitable arrangements, in advance, with Pony. Should Applicant appoint another person or organization, Pony shall assume that possession of a key is evidence of authority to collect mail and packages.
2. The key loaned to the Applicant remains the property of Pony and shall not be duplicated or modified by the Applicant. Applicant understands that the relationship of the parties hereto is one of bailment and not landlord and tenant. Applicant understands and agrees that termination of fees will cease upon return of the keys to Pony or the end of paid term, whichever is latest.
3. Once Pony has placed Applicant's mail in the assigned mailbox, the mail shall be deemed to have been delivered, and Pony shall not be responsible for failure of the United States Postal Service, or other carriers to deliver mail or parcels or to deliver it in a timely fashion or undamaged condition.
4. Applicant agrees to use services in accordance with Pony 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 the 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 Pony intends to cooperate fully. Law enforcement is further clarified to include all city, county, state or federal agencies or their representatives. Legal service will be accepted on Applicants behalf in accordance with state laws, should such law exist.
6. Mail will not be accepted for more the three(3) 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, Pony reserves the right to require fees to accommodate additional handling and storage. 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 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 the termination of service. Any parcel that my interfere with business activities of Pony shall be picked up within one hour of notification to applicant. Notification is considered complete when phone numbers listed in 1583 are called.

7. Applicant agrees to protect, indemnify and hold harmless Pony from and against any and all claims, demands and causes of action any nature whatsoever relative to use of Pony facilities or services.
8. Should Pony commit any act that results in disruption of service and Applicant thereby suffers a loss, Pony's liability shall be limited to not more than the rental fees paid by Applicant for service not yet received. Pony shall not be liable for incidental or consequential damages.
9. Per USPS regulations, certified, insured, or C.O.D. signature confirmation mail or parcels will be accepted by pony on the behalf of Applicant. Full advance payment of C.O.D. charges must be made to Pony prior to acceptance of C.O.D. packages. Applicant may not refuse acceptance of any of these mailings.
10. Mail service 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 due may result in disruption or cancellation of services. Pony does not provide refunds in the event of termination by applicant or Pony.
11. Applicant shall use only the address designation "PMB" or "#" to designate their address. **NO OTHER DESIGNATION IS VALID.** 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:

 316 SE Pioneer Way # or PMB _____
 Oak Harbor, WA 98277

12. Upon termination of service by Pony or failure to pay rent in advance by Applicant, Pony shall not make applicant's mail available without payment in full 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 Pony with a forwarding address and pay the required fees. In the event Applicant fails to do this, Pony shall refuse any further mail and, in the case of mail already received handle such mail in accordance with USPS DMM 508.1.9 regulations.
13. Applicant agrees to be responsible for all of their mail at the termination of this agreement. This constitutes a '**Do Not Forward**' agreement.

Pony Agent

Date

Applicant

Date

Print Name

Print Name