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| **Mailbox Service Agreement Distinctive Notary & Services** | | | | |
| **Customer Information** |  | |  |  |
| Name: |  | |  |  |
| Company: |  | |  |  |
| Address: |  | |  |  |
| City: |  | State: |  | ZIP: - |
| Business Telephone: ( | ) - | Home Telephone: ( | ) | - |
| Fax: ( ) - |  | Mobile Telephone: ( | ) | - |
| E-mail Address: |  | Text Messaging ID: |  |  |
| **Mailbox Information** |  | |  |  |
| Mailbox Number: |  | Mailbox Size: |  |  |

**Terms and Conditions**

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 ("Mailbox") at Distinctive Notary & Services under the terms and conditions set forth herein.

2. Customer agrees that Customer will not use Distinctive Notary & Services premises or services for any unlawful, illegitimate, or fraudulent purpose, or for any purpose prohibited by U.S. postal regulations. Customer agrees to use services in accordance with Distinctive Notary & Services rules and in compliance with all U.S. Postal Service Domestic (USPS) Mail Manual (Sections: D042 and F020), as well as local, state, and federal statutes and regulations. Failure to do so will result in cancellation of service without notice, refund or mail forwarding. Each individual or entity must complete a separate United States Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox, except spouses. Spouses may complete and sign one PS Form 1583. As has always been Distinctive Notary & Services' policy, USPS mail will not be accepted for anyone who does not have a properly executed and current Application for Delivery of Mail Through Agent (PS Form 1583) on file.

3. This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583, including Customer's name, address, e-mail address, may be disclosed to Distinctive Notary & Services' agents, employees, assigns, or its successor, solely for the purposes of communication related to Customer's use of the Mailbox, and upon written request of any law enforcement or other governmental agency, or when legally mandated. All information provided by Customer is confidential and will not knowingly be disclosed to anyone without Customer's prior consent except as outlined in PS Form 1583. If Distinctive Notary & Services suspects the Mailbox service is for any purpose other than its intended, Distinctive Notary & Services has the right to notify and refer the appropriate legal authority its suspicions. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgement form relating to service of process. Customer agrees to notify Distinctive Notary & Services of any changes (i.e., contact information) within ten (10) days of the change. Customer further agrees to sign a revised version of this Agreement and Form 1583 and furnish two current forms of identification.

All mail addressed to the Customer will be delivered/placed in the assigned Customer's Mailbox in a timely manner. Once mail has been placed in the Customer's Mailbox, the mail shall be deemed to have been delivered to Customer. Distinctive Notary & Services is not responsible for failure of the U.S. Postal Service or commercial carriers to deliver mail/packages or to deliver it in a timely fashion or undamaged condition. Furthermore, no liability can be assumed for the contents of the mail in the boxes or on the premises in the event of damage or loss due to fire, theft, vandalism, war, or acts of God.

4. Customer agrees Distinctive Notary & Services will not accept mail for more than two (2) adult individuals, businesses, or organizations in a single private mailbox. 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, Distinctive Notary & Services 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.

a. All keys "loaned" to the Customer remain the property of Distinctive Notary & Services and are **not** to be ***duplicated*** or ***modified*** without the express written consent of Distinctive Notary & Services. In the event the Mailbox key is lost or stolen, Customer agrees to pay a fee of **$5.00** for a duplicate key.

5. Customer agrees to pay an initial set-up fee of **$0.00** and/or a refundable security/key deposit of **$5.00**, as well as applicable monthly service fees and any applicable sales, use, or other taxes. The security/key deposit is refundable upon expiration, cancellation, or termination of this Agreement, provided that Customer returns the key and pays all sums owed to Distinctive Notary & Services. Mailbox service fees are all due and payable in advance and Customer agrees that Distinctive Notary & Services may withhold mail and packages from Customer pending payment. There will be no pro-rations or refunds for cancellation of any service. Customer agrees to pay a late fee of **$25.00** 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 **$25.00**. 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 Distinctive Notary & Services' reasonable judgment, Distinctive Notary & Services may require Customer to upgrade to a larger size Mailbox and pay any additional charge. Distinctive Notary & Services 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. 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 Distinctive Notary & Services further agree that upon expiration, cancellation, or termination of this Agreement, Customer authorizes Distinctive Notary & Services to accept and destroy any "Unsolicited Mail" (e.g., mail addressed to "occupant," "current resident," or similar designation; or coupons, advertising, or other promotional material) and any mail addressed to Customer that is delivered to Distinctive Notary & Services by the United States Postal Service for six (6) months; and may refuse any package addressed to Customer delivered by any party other than the United States Postal Service, such as a commercial carrier service. However, at Customer's election, Distinctive Notary & Services will:

a. Re-mail (i.e., forward) Customer's mail (except for Unsolicited Mail) for six (6) months upon Customer's payment in advance for postage, packaging materials, and forwarding fees. Customer must pay a monthly forwarding fee of **$10.00** for month 1, and **$10.00** for months 2 through 6 in advance for the time period that mail is to be re-mailed. It is Customer's responsibility to make arrangements with Distinctive Notary & Services to identify any mail forwarding needs prior to the expiration, cancellation, or termination of this Agreement; or

b. Store the mail or United States Postal Service packages (except for Unsolicited Mail) for up to six (6) months upon Customer's payment in advance of a storage fee of **$10.00** per month for the time period in which Distinctive Notary & Services holds the mail or packages, plus a service fee of **$5.00** for each time Customer visits Distinctive Notary & Services to pick up such items. It is Customer's responsibility to make arrangements with Distinctive Notary to identify any mail storage needs prior to the expiration, cancellation, or termination of this Agreement.

7. Six (6) months after the expiration, cancellation, or termination of this Agreement, Distinctive Notary & Services may:

a. Refuse any mail or package addressed to Customer and delivered to Distinctive Notary & Services.

b. Destroy any of Customer's mail or packages remaining at Distinctive Notary & Services at such time.

8. Customer authorizes Distinctive Notary & Services 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-mailing, including any re-mailing that requires the filing of a Shipper's Export Declaration by Distinctive Notary & Services (i.e., any export transaction), in accordance with the laws and regulations of the United States. Customer further agrees to provide Distinctive Notary & Service with true, accurate, and complete information regarding the contents of any mail or packages to be re-mailed by Distinctive Notary & Services, whether during the term of the Agreement or after termination of 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 Distinctive Notary & Services' sole discretion.

10. Customer agrees that Distinctive Notary & Services may terminate or cancel this Agreement for good cause at any time by providing Customer with written notice. Good cause shall include but is not 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 Distinctive Notary & Services when due; 4) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive, or disruptive behavior toward other customers of Distinctive Notary & Services or its employees; and 6) 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.

11. Any written notice of 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 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 date of actual receipt, whichever is earlier.

12. As Customer's authorized agent for receipt of mail, Distinctive Notary & Services will accept all 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 to direct delivery only to an individual addressee or addressee's authorized agent). Unless prior arrangements have been made, Distinctive Notary & Services shall only be obligated to accept mail or packages delivered by commercial carrier services, which require a signature from Distinctive Notary & Services as a condition of delivery. Customer must accept and sign for all mail and packages upon the request of Distinctive Notary & Services. Packages not picked up within five (**5**) 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, Distinctive Notary & Services may return and/or dispose of 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 Distinctive Notary & Services. In those states where Distinctive Notary & Services is required by law to act as Customer's agent for service of process, Customer hereby authorizes Distinctive Notary & Services to act as Customer's agent for service of process, and this authorization shall remain in effect for as long as this Agreement is in effect, or as long as required by state law, whichever is later. Distinctive Notary & Services agrees to follow its standard procedures for the timely placement of mail received at Distinctive Notary & Services and addressed to Customer into Customer's Mailbox, and Customer hereby releases and agrees to protect, indemnify, defend, and hold harmless Distinctive Notary & Services from any and all liability that may arise at any time in connection with Distinctive Notary & Services' actions or status as Customer's agent for service of process.

13. Customer agrees to protect, indemnify, defend, and hold harmless Distinctive Notary & Services, 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 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 package or mail, or to the Mailbox contents by any cause whatsoever, from Distinctive Notary & Services' collection or remission of sales, use or any other taxes, including, but not limited to, Distinctive Notary & Services' failure to refund any amount that have been collected or remitted, from any penalties, fines, or other liabilities that arise out of, or in connection with, Distinctive Notary & Services' actions or status as Customer's agent with respect to export transactions, or Distinctive Notary & Services' 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 Distinctive Notary & Services submits or processes any sales, use, or other tax refund claim on behalf of Customer, Customer agrees to cooperate fully with Distinctive Notary & Services, including, but not limited to, providing any and all information and documentation necessary to process or submit such a claim. Any causes of action of any nature whatsoever relative to use of Distinctive Notary & Services' facilities or service, and any expense of Distinctive Notary & Services incurred in a defense against same shall be reimbursed by Customer. Customer further understands the relationship of the parties hereto is one of bailment and not landlord and tenant. (INITIAL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

14. CUSTOMER HEREIN AGREES THAT IN THE EVENT DISTINCTIVE NOTARY & SERVICES COMMITS OR FAILS TO COMMIT ANY ACT WHICH RESULTS IN DISRUPTION OF SERVICE TO CUSTOMER, AND CUSTOMER THEREBY SUFFERS A LOSS, DISTINCTIVE NOTARY & SERVICES' LIABILITY SHALL BE LIMITED TO NOT MORE THAN THE AMOUNT DISTINCTIVE NOTARY & SERVICES HAS INVESTED IN THE CUSTOMER'S MAILBOX AGREEMENT, (I.E., SERVICE NOT YET RECEIVED). CUSTOMER AGREES AND UNDERSTANDS THAT IN NO EVENT SHALL DAMAGES INCLUDE BUT NOT BE LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF GOODWILL, LOSS OF USE OR INTERRUPTION OF CUSTOMER'S BUSINESS. DISTINCTIVE NOTARY & SERVICES WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCE, WILL DISTINCTIVE NOTARY & SERVICES BE LIABLE FOR ANY AND ALL PRINTED MATERIAL, LETTERHEAD/RETURN ENVELOPED/INVOICES/ETC., PREPARED AND PURCHASED BY THE CUSTOMER USING OR REFERENCING THE DISTINCTIVE NOTARY & SERVICES MAILBOX NUMBER STREET ADDRESS. (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."

Customer agrees to only use the address designation "PMB" or "#" to designate their address. **NO OTHER DESIGNATIONS IS VALID**. Specifically excluded is the use of suite, apt., dept., or other designators. Customer is responsible for notifying correspondents/senders of the above address. The address to be used by Customer for the purpose of receiving mail is as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PMB \_\_\_\_\_\_ OR # \_\_\_\_\_\_

915 HAMILTON STREET

ALLENTOWN, PA 18101

16. Distinctive Notary & Services will forward your mail overnight, weekly, monthly, or on demand should you be away on travel. Customer must notify Distinctive Notary & Services in writing of travel plans fifteen (15) days in advance and shall place a suitable dollar to cover anticipated mail forwarding costs. It is Customer's responsibility to make arrangements with Distinctive Notary & Services to identify any mail forwarding needs.

17. Under no circumstance will Distinctive Notary & Services agents or employees open mail and inform the caller of its contents.

18. Upon signing of 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 a writing signed by both parties.

Customer Signature: Date:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **For Center Use Only** |  |  |
| Authorized Center Representative Signature: | Date: | / | / |
| How did the customer hear about us? |  |  |  |