Application For Mailbox Rental

Mailbox No.

This Agreement made (date) _______ by and between ______, hereinafter referred to as "Asian Link", shall be governed by these terms to which each party agrees:

- 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 Asian Link 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 arrangement, in advance, with Asian Link. Asian Link will provide a lockbox key to applicant who may obtain his mail during the business hours posted by Asian Link. Should applicant appoint another person or organization, Asian Link shall assume that possession of a key is evidence of authority o control mail.
- 2. The key loaned to applicant shall require a refundable cash deposit, and remains the property of Asian Link and shall not be duplicated or modified by applicant. The key deposit shall be refundable upon return of the key within ten (10) days of termination of service. Applicant understands that the relationship of the parties hereto is one of bailment and not landlord and tenant.
- 3. Once Asian Link has placed applicant's mail in the assigned lockbox, the mail shall be deemed to have been delivered, and Asian Link shall not be responsible for loss, theft or damage. Asian Link 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 Asian Link rules and in compliance with all U. S. Postal regulations, as well as local, state and federal statues and regulations. Failure to do so may result in cancellation of service without notice or refund.
- 5. Information provided by applicant will be kept confidential and will not knowingly be disclosed without applicant's prior consent, except for law enforcement purposes, in which case Asian Link intends to cooperate fully. Law enforcement is further clarified to include all city, county, sate 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 From 1583 and provide photo identification. If applicant consistently receives substantially more mail than can be placed in a single lockbox, Asian Link 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 volumes and activity. Special circumstances, e. g. of parcels, 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.
- 7. Applicant agrees to protect, indemnify and hold harmless Asian Link from and against any and all claims, demands and courses of action of any nature whatsoever relative to use of Asian Link lockboxes or services, and any expense incurred in a defense of same shall be reimbursed by applicant.
- 8. Should Asian Link commit or fail to commit any act which results in disruption of service and applicant thereby suffers a loss, Asian Link's liability shall be limited to not more than the rented fees paid by applicant for service not yet received. Asian Link shall not be liable for incidental or consequential damages.
- 9. Certified, registered, insured, or C.O.D. mail or parcels will be accepted by Asian Link only in those cases in which applicant specifically authorizes same by checking box six (6) of USPS Form 1583 and provides full, advance payment of C. O. D. charges.
- 10. Asian Link 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. Asian Link does not prorate fees and does not provide refunds in the event of cancellation by applicant.
- 11. Applicant shall use the address designation "PMB" 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 designation. Applicant is responsible for notifying correspondents of the above address.

The address to be used by the applicant for the purpose of receiving mail as follows:

12. Upon termination of service by Asian Link or failure to pay rent in advance by applicant, Asian Link 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. A termination of service, applicant, if he wishes mail forwarded after that date, shall provide Asian Link with a forwarding address and pay the required fees. In the event applicant fails to do this, Asian Link shall refuse any further mail and, in the case of mail already received, handle such mail in accordance with USPS DMM D042.2.6 regulation.

Agent

Termination Addendum

Applicant

At termination of service, I hereby instruct Asian Link as follows:

Forward my mail to new address. In consideration thereof, I place \$______ on deposit to be used for this purpose. Handle such mail in accordance with USPS DMMD042.2.6 regulations.