



## Mailbox Rental Terms & Conditions

**112 E. Amerige Ave. Fullerton, CA 92832**

This MAILBOX Service Agreement ("Agreement") is made and entered into by and between you ("CUSTOMER" or "You") and Pro Desk Space 112 E Amerige Ave, Fullerton CA ("Pro Desk" or "We") for the use of and services related to the rental of digital mailbox services (the "MAILBOX") in accordance with the following terms and conditions set forth herein.

**1. Compliance with Conditions.** These terms and conditions ("Conditions") govern your use of our services, including without limitation, scanning, forwarding, online mail management, and other services ("Services"). We reserve the right to change these Conditions at any time, with or without notice to you, effective upon posting an updated version of these Conditions. By continuing to use the Services, You agree to be bound by the modifications or amendments to these Conditions, including any materials available on the Website that are incorporated by reference herein. Importantly, by requesting any of the Services, You are giving express and legally binding authorization for Pro Desk to perform such tasks on your behalf.

**2. Authorization.** You authorize Pro Desk to scan the outside of your mail; provided, however, that You acknowledge that Pro Desk may decline to scan the outside or contents of mail in its sole discretion that it deems to be obscene, an incitement to hate or violence, or contrary to law. Additionally, You authorize Pro Desk to discard or recycle your Standard Mail, as that term is defined by the U.S. Postal Service ("USPS"), which is commonly referred to as junk mail, such as flyers, circulars, advertising and catalogues.

**3. Services.** You may direct Pro Desk to perform the following actions to Your mail, including but not limited to:

- (a) Forward Mail to an address You specify;
- (b) Forward Mail to another account;
- (c) Open and scan contents of Your Mail;
- (d) Shred or recycle Your Mail;
- (e) Physically store Your mail and/or parcels;
- (f) Unsubscribe from or opt in to mailing lists;
- (g) Unpack parcels for individual reshipment;
- (h) Consolidate parcels for shipment;
- (i) Any other Services offered on the website.

Please note, however, that You are solely responsible for all instructions to perform services along with

their corresponding expenses. Pro Desk shall not be responsible for items that are recycled or shredded as a result of a customer request.

**4. Mail Delivery.** Each individual or entity must complete a separate U.S. Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at Pro Desk. You agree to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. You further agree to accept a revised version of this Agreement and Form 1583 whenever any information required on this Agreement or Form 1583 changes. As Your authorized agent for receipt of mail, We will accept all mail, including registered, insured and certified items. Unless prior arrangements have been made, We shall only be obligated to accept mail, or packages delivered by commercial courier services which require a signature from Pro Desk as a condition of delivery. You must accept and sign for all mail and packages upon the request of Pro Desk. Packages not picked up within thirty (2) days of notification may be subject to a storage fee of \$1.00 per day per package, which must be paid before You receive the package. In the event You refuse to accept any mail or package, Pro Desk may return the mail or package to the sender and the You 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 Pro Desk. Moreover, upon signing this Agreement, You shall provide two forms of valid identification, one of which shall include a photograph.

a. You acknowledge that once You have completed Form 1583, Pro Desk has final determination of acceptance and that You will not begin forwarding receiving forwarded mail until Pro Desk approves Your application. You further acknowledge that Pro Desk delivers scanned copies of mail to accounts. Pro Desk does not warrant that mail will never be mistakenly assigned to another account and You acknowledge that in such cases, We are not liable to You or the intended recipient. We will make our best efforts to notify both the intended recipient and the unintended recipient of the error and remove the item from the unintended recipient's digital mailbox account.

**5. Permitted Use.** You agree that You will not use Pro Desk premises or any Pro Desk services for any unlawful, illegitimate, or fraudulent purpose or for any purpose prohibited by U.S. Postal regulations. You further agree that any use of the MAILBOX shall be in conformity with all applicable federal, state and local laws.

**6. Disclosures.** This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583 may be disclosed upon written request of any law enforcement or other governmental agency, or when legally mandated.

**7. Possession.** Possession of the MAILBOX username and password 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 the CUSTOMER, We 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.

**8. Billing.** You agree to pay a late fee of \$25.00 if any payment is not received within five (10) days of when due. MAILBOX service fees and other related fees stated herein are subject to change. In the event that You receive an unreasonable volume of mail or packages at the MAILBOX according to Pro Desk reasonable judgment, We may require You to upgrade to a larger size MAILBOX and/or pay any

additional charges. Pro Desk reserves the right to increase the MAILBOX service fees in the event that You add 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.

**9. Termination and Mail Forwarding.** Pro Desk may terminate or cancel this Agreement with You upon providing You with thirty (30) days written notice. Upon expiration, cancellation or termination of this Agreement, We will:

a. Re-mail (i.e., forward) Your mail for up to a period of six (6) months, provided that You pay the postage, packaging material, and forwarding fees in advance. Additionally, You must pay a monthly storage fee of \$10.00 for Month 1, and to be determined for Months 2 through 6 in advance for the time period that mail is to be forwarded. It is Your responsibility to make arrangements with Pro Desk to identify any mail forwarding needs prior to the expiration, cancellation or termination of this Agreement.

b. Store the mail or packages for up to six (6) months provided You pay a storage fee of \$20.00 per month for the time period in which We will hold the mail or package(s), plus a service fee of to be determined for each time You visit Pro Desk to pick up such items. It is Your responsibility to make arrangements with Pro Desk to identify any mail storage needs prior to the expiration, cancellation or termination of this Agreement.

c. Retain Your mail, other than Unsolicited Mail, at the Center for a period of ten (10) days, if the customer leaves no forwarding fees and forwarding address. After such time, any mail or package may be discarded or destroyed.

d. 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 Pro Desk.

e. Refuse any package addressed to You delivered by any party other than the U.S. Postal Service, such as a commercial courier service.

**Upon cancellation or termination of this AGREEMENT, Pro Desk may:**

a. Refuse any mail or package addressed to You and delivered to Pro Desk.

b. Discard or destroy any of Your mail or packages delivered to or remaining at Pro Desk at such time.

**10. Duration of Agreement.** The term of this Agreement shall be the initial period paid for by You and any renewal period paid for by You from time to time. Renewal of this Agreement for additional terms shall be at Pro Desk's sole discretion.

**11. Notices.** Any written notice to You required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Your MAILBOX or at the time personally delivered to You. 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 You at Your address as set forth in Form 1583, or on the date of actual receipt, whichever is earlier.

**12. Indemnity.** You agree to protect, indemnify, defend and hold harmless Pro Desk, and their respective affiliates, subsidiaries, parent corporations, representatives, franchisees, 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, including attorneys' fees and costs, 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 You of applicable federal, state or local laws.

**13. Limited Liability.** YOU HEREIN AGREE THAT THE TOTAL AMOUNT OF LIABILITY OF PRO DESK, 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.

**14. Modification.** We expressly reserve the right, at our sole and absolute discretion to change, modify, add, supplement or delete any of the Conditions of this Agreement. If any future changes to this Agreement are unacceptable to You or cause You to no longer be in compliance with this Agreement, You must terminate this Agreement and immediately stop using the Services. Any continued use of the Services by You following any revision to this Agreement constitutes Your complete and unconditional acceptance of any and all such changes.

**15. Inspection.** Pro Desk reserves the right to open and inspect any packages or mail which may arrive damaged or that may be otherwise of questionable integrity or legality.

**16. Assignment.** You may not assign this Agreement without Pro Desk's prior written consent and/or knowledge.

**17. Severability.** If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the Parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**18. Non-Waiver.** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

**19. Governing Law; Service of Process; Attorney Fees.** Regardless of Your location or the location of Your mail or any Pro Desk location, this Agreement is governed by the laws of the State of Colorado, without regard to its conflicts of law principles or the conflicts of law principles of any other jurisdiction.

Any action instituted by You arising out of this Agreement will only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the State of Colorado. YOU HEREBY CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF COURTS HAVING JURISDICTION IN THE STATE.

**20. Entire Agreement.** This Agreement, and any accompanying attachments, constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

**Contact Information:**

Mailbox Number: \_\_\_\_\_ Assigned to: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Forwarding Address: \_\_\_\_\_

Company/Names under mailbox: \_\_\_\_\_

**Mailbox Rental Term**

- 6 Months** – \$150 (\$25/month)
- 12 Months** – \$270 (\$22.50/month)

**Optional Services**

- Mail Forwarding** – Included in 1 Month Cycle: 1 Incident: Postage Only.  
Each additional Incident: \$5 handling fee + Postage.

- Mail Scanning** –

Per scan	10 scans	30 scans	50 scans
30 cents	\$2.50	\$6.00	\$7.50

*I hereby acknowledge that I have read and understood all the terms and conditions contained in this document and further agree to be bound to the terms regarding my participation in and use of the Services.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Your New Address:** 112 E. Amerige Ave (**# mailbox number**) Fullerton, CA 92832