

Private Mailbox (PMB) Rental Agreement

This Private Mailbox Rental Agreement is made by and between _____, hereinafter referred to as "Lessee" and Baur Services, Inc. dba Student Mail Service (SMS), hereinafter referred to as SMS, and will be governed by these private mailbox terms and conditions of agreement to which each party agrees:

1. Mailbox Lessee agrees to use services in accordance with SMS rules and in compliance with the US Postal Service (USPS) Domestic Mail Manual (DMM), as well as, Federal, State, Local and Texas A&M University codes, statutes, and regulations. The use of the A&M University "Private Mail Box System" is for private use only and is NOT to be used for establishing and/or maintaining a business. Failure to abide by this agreement will result in cancellation of service without notice, refund or mail forwarding services. **USPS mail and Common Carrier package will not be accepted for anyone who: 1) does not have a properly executed and current Application for Delivery of Mail Through Agent (PS Form 1583) on file and 2) does not accept the terms of this rental agreement. Lessee will NOT sublease or loan the use of their PMB service to anyone. This is expressly prohibited. To do so may result in the Lessee's agreement termination of service without recourse, i.e., result in cancellation of service without notice, refund or mail forwarding (if requested). This is considered "theft of service" and in violation of the student honor code. Furthermore, all USPS mail and Common Carrier parcels arriving for non-registered individuals will be immediately returned, at sender's expense, utilizing the same service as shipped, without notice.**
2. By completing this agreement and USPS Form 1583, the Lessee appoints SMS as their agent for the receipt of USPS and Common Carrier mail/parcels for a period not to exceed that for which rent has been paid in advance. All mail/parcels addressed to the mailbox Lessee will be delivered and placed in the assigned Lessee's mailbox in a timely manner. Once mail/parcels have been placed in the Lessee's mailbox, it shall be deemed to have been delivered to Lessee. SMS is not responsible for failure of the USPS or Common Carriers to 1) deliver mail/parcels, 2) deliver it in a timely fashion, or 3) in an undamaged condition. Furthermore, no liability can be assumed for the contents of the mail/parcels in a private mailbox or on the premises in the event of damage or loss due to fire, theft, vandalism, war, or acts of God.
3. The mailbox Lessee is responsible for the proper and truthful completion of a USPS Form 1583 which is to be kept on file. A USPS Form 1583 must be completed for each individual/entity for which mail is expected to be delivered by the terms of this agreement. The terms of the mailbox rental agreement apply to each of these individual(s) and entities. **Furthermore, the mailbox Lessee agrees not to use the private mailbox for any purpose prohibited by USPS regulations as well as Federal, State, Local and Texas A&M University codes, statutes, and regulations, or for any illegal or illegitimate purpose. Failure to do so may result in cancellation of mailbox service without notice.** All information provided by Lessee is confidential and will not knowingly be disclosed to anyone with Lessee's prior consent except as outlined in PS Form 1583. If SMS suspects the private mailbox rental service is for any purpose other than its intended purpose, SMS has the right to notify/refer to the appropriate legal and/or University authority its suspicions. SMS is irrevocably directed by the Lessee to not provide mail forwarding service to the Lessee if mailbox closure is under the condition(s) cited in this paragraph.

4. All private mailbox fees are due and payable in advance. If the mailbox rent is not paid within 15 working days after the mailbox rental agreement is signed or expires, the agreement will be considered null and void, the box closed, mail received will be handled in accordance with the USPS DMM, and the mailbox will then be subject to rental. SMS fees are not prorated and do not provide refunds in the event the mailbox Lessee cancels service prior to 30 days from agreement execution date or its expiration date.

5. Lessee agrees SMS will not accept mail/parcels for more than: 1) two (2) students, or 2) one (1) faculty member, or 3) one (1) student university recognized organization in a single mailbox. Should Lessee(s) appoint/give another person or organization access to their mailbox to retrieve/collect their mail from SMS, the Lessee(s) will: 1) be responsible for the conduct of such person or organization and 2) notify SMS of that appointment in writing. SMS shall assume that possession of a mailbox combination/key is evidence of authority to collect mail/parcels. If mail/package received is excessive or oversized for the private mailbox, the Lessee(s) agree to retrieve these within two (2) calendar weeks of receipt. Once this grace period expires, the mail/package may be returned to sender.

6. Upon discontinuing, cancellation, and/or termination of the Lessee mailbox agreement (last day of the fall/spring or summer school semester, the Lessee is responsible for:

A. notifying all correspondents with a suitable and proper forwarding address and/or shipping address information.

Note: The USPS will not accept a "Change of Address" from Lessee or SMS upon rental agreement termination. All USPS mail delivered is considered "final delivery destination" and can NOT be forwarded or returned without payment of new postage.

B. understanding USPS mail and Common Carrier packages, once delivered to SMS, cannot be forwarded without authorizing SMS to utilize one of the following forwarding options:

Option1 _____ Forward Lessee mail to new address. In consideration thereof, Lessee hereby places \$100.00 deposit to cover anticipated forwarding cost used for this purpose, i.e., processing, packaging and mailing/shipping.

(If this option chosen, included forwarding funds with forwarding application)

Option 2 _____ **Do NOT** forward Lessee mail. Lessee understands USPS mail received or returned after termination of the PMB agreement shall be handled in accordance with USPS DMM 508 Section 1.9.3 which may include destruction.

Note: If Lessee fails to select an option, then option 2 will be selected by default.

Lessee may elect to change the above option at any time during the PMB agreement.

SMS return handling and processing procedure shall be responsible only for Lessee' First-Class, Priority, Express Mail, accountable, "endorsement", and Parcel Post mail. Returned USPS mail/parcels(s) will be marked: 1) "Returned to Sender", 2) "Undeliverable, Commercial Mail Receiving Agency" and, 3) "No Authorization to Receive Mail for the Addressee" and re-deposited into the USPS system. The determination to return such mail rest solely with the USPS. All mail other than mentioned above will be discarded. All "Common Carrier" packages/parcels will be refused and returned to sender, at sender 'expense, utilizing the same service as shipped. All unclaimed USPS mail and Common Carrier packages/parcels will be considered abandoned handled as mentioned above and/or discarded.

7. All UPS mail and Common Carrier packages received by SMS improperly addressed will be immediately returned, at sender's expense, utilizing the same service as shipped.

8. In the event SMS commits or fails to commit any act which results in disruption of service to Lessee, and Lessee thereby suffer a loss, SMS liability shall be limited to not more than the amount SMS has vested in the Lessee's Private Mailbox Rental Agreement, i.e., service(s) not yet received. Lessee agrees and understands that in no event shall damages include but not limited to loss of profits or revenues, loss of goodwill, loss of use or interruption to the Lessee. Under no circumstance, will SMS be liable for incidental or consequential damages. Under no circumstances will SMS be liable for all printed material prepared or purchased by the Lessee using or referencing the SMS private mailbox number address.

9. Lessee agrees to protect, indemnify, and hold harmless SMS from and against all claims, demands, and causes of action of any nature what so ever relative to use of SMS facilities or service, and any expense of SMS incurred in a defense against same shall be reimbursed by Lessee. Lessee understand the relationship of the parties hereto is one of bailment (temporary placement of control over individual property into hands of another) and not landlord and tenant.

10. SMS will receive and sign for the Lessee all FedEx, UPS, and other such similar Common Carriers packages/parcels which are properly addressed to the Lessee. Under no circumstance will SMS be accountable, nor liable for, all such material. Extraordinary circumstances, such as, high volume of mail may result in either a higher fee being charged or termination of this agreement. Lessee further agrees parcels delivered to SMS for the Lessee will be delivered by Common Carrier only, that no "LTL/truck line" deliveries will be made, and no hazardous or dangerous material will be delivered to Lessee. Failure to adhere to any of these delivery stipulations may result in termination of service. All unclaimed USPS mail and Common Carrier packages will be returned to sender, at sender's expense, two (2) calendar weeks after being received and unclaimed.

11. Lessee agrees to use the address designation "PMB" or "#" to designate their address. **NO OTHER DESIGNATION IS VALID.** Specifically excluded is the use of Suite, apt., dept., or other designators. The USPS may refuse to deliver any piece of mail that does not include the PMB or # designation. Applicant is responsible for notifying correspondents of the above address designation. The USPS Mail/Parcel and Common Carrier (UPS/FedEx/DHL/Other) physical address format will be used by applicant for receiving USPS mail and Common Carrier packages and is individualized for the two (2) separate resident halls to which the Lessee is assigned. **This format is provided by SMS when the lessee application is processed.**

12. In accordance with USPS Regulations, all accountable (certified, certified with returned receipt, express, registered, insured, or C.O.D.) USPS mail will be accepted by SMS on behalf of the Lessee. Full and advance payment of C.O.D. charges must be made to SMS prior to acceptance of C.O.D. packages. The Lessee authorizes SMS to accept all common/private carriers' packages (FedEx, UPS, DHL etc.).

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I have:

Read and understand the above agreement and policies and accept the terms.

Authorize designated personnel of SMS to receive/accept and sign for any certifies, certifies with return receipt, express, register, insured or COD mail or parcels addressed to me. For legal notification purposes, this mail will be considered to have been delivered to the Addressee/Lessee. I also hereby release from liability SMS and any personnel so designated by SMS regarding the loss of any certified, certified with returned receipt, express, register, insured, or COD mail.

Lessee Signature: _____

Date Signed: _____

May 2017