



Mailbox Rental Agreement

This Mailbox Rental Agreement ("Agreement") made by and between _____ (Customer's Name) hereinafter referred to as "Lessee", and Life Storage, hereinafter referred to as "Lessor", and shall be governed by these terms to which each party agrees:

1. Term. Lessee agrees to rent a Mailbox from Lessor in accordance with Lessor's rules and all U.S. Postal regulations, including the completion and submittal of USPS Form 1583 which form shall be incorporated by reference to this Agreement. By completing this Agreement and USPS Form 1583, a copy of which will be made available to the United States Postal Service, Lessee appoints Lessor as agent for the receipt of U.S. Mail/Parcels for a period not to exceed that for which rent has been paid in advance. All mail/parcels and common carrier packages/parcels received by Lessor for other than the Lessee, to include improperly addressed mail/parcels and common carrier packages/parcels, may be immediately returned, at sender's expense, utilizing the same service as shipped.

2. Rent. Lessee shall pay to Lessor, at the address set forth above, as rental, an amount equal to _____ (dollar amount written out) _____ (\$ _____) Dollars per month, payable in advance on the first day of each month. If any monthly rent is received after 6 PM on the 5th, Lessee shall pay to Lessor a late charge of \$10.00, plus, if rent is received after 6 PM on the 14th an additional late charge of \$40; said late charge to be immediately due and payable without demand from Lessor. If any check is dishonored for any reason, said late charge shall be due and payable in addition to a return check charge of \$25.00 for each returned check. Lessor will not re-deposit NSF checks and Lessee agrees to immediately redeem in cash the face amount of such check plus \$25. Lessor will pursue all available legal remedies for collection of NSF check, including possible prosecution and civil claims in accordance with applicable laws. If the Mailbox rent is not paid within 20 days of the date due, the Mailbox will be closed and mail handled in accordance with USPS DMM (see Paragraph 10 below). Lessor does not prorate fees and does not provide refunds in the event of cancellation by Lessee. Lessee agrees that Lessor may hold mail and/or packages pending receipt of payment.

3. Keys. The key loaned to Lessee shall require a refundable cash deposit of \$50.00 and shall remain the property of Lessor and shall not be duplicated or modified by Lessee. The key deposit shall be refunded upon return of the key within ten (10) days of termination of service. Lessee agrees to immediately notify Lessor if key is lost and will pay Lessor the cost of replacement and any repairs necessitated by forceful opening of the Mailbox door.

4. Mail Delivery. Once Lessor has placed Lessee's mail in the assigned Mailbox, the mail shall be deemed to have been delivered, and Lessor shall not be responsible for loss, theft or damage. Lessor 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. Lessor is not responsible for failure of the U.S. Postal Service 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 the private mailboxes or on the premises in the event of damage or loss due to fire, theft, vandalism, war, or acts of God.

5. Mail Pick-up. Lessee agrees to pick up mail at least once each week or make other suitable arrangements, in advance, with Lessor. Should Lessee appoint another person or organization, Lessor shall assume that possession of the **key/combination** is evidence of authority to collect mail.

6. Use. Lessee further agrees that parcels delivered to this address for the Lessee 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 Lessee. If Lessee consistently receives substantially more mail than can be placed in a single Mailbox, Lessor reserves the right to require Lessee to rent an additional box or to terminate this Agreement. All unclaimed mail/parcels and common carrier packages/parcels will be returned to sender, at sender's expense, one (1) calendar week after being received and unclaimed. Lessor will receive and sign for the Lessee all FedEx, UPS, and other such similar common carriers packages/parcels which are property addressed to the Lessee. Per USPS regulations, certified, registered, insured, or C.O.D. mail or parcels will be accepted by Lessor on the behalf of Lessee. However, full, advance payment of C.O.D. charges must be made to Lessor prior to acceptance of C.O. D. packages.

7. Indemnification. Lessee agrees to protect, indemnify and hold harmless Lessor from and against any and all claims, demands and causes of action any nature whatsoever relative to use of Lessor facilities or services.

8. Limit of Liability. Should Lessor commit or fail to commit any act that results in disruption of service and Lessee thereby suffers a loss, Lessor's liability shall be limited to not more than the rental fees paid by Lessee for service not yet received. Lessor shall not be liable for incidental or consequential damages. Lessee 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 to the Lessee. Under no circumstances will LESSOR be liable for any and all printed material prepared or purchased by the Lessee using or referencing the LESSOR mailbox number address.

9. Proper Address. Lessee shall use only 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 U.S. Postal service may refuse to deliver any piece of mail that does not include the PMB or # sign designation. Lessee is responsible for notifying correspondents of the above address.

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

Lessee's Name _____
PMB # (mail box number) _____
(Facility Street Address) _____
(Facility City, State, Zip Code) _____

10. Termination. Lessor may terminate this agreement for non-payment of rent, for violation of any term or condition of this agreement, or for any

NOTICE TO LESSEE: DO NOT SIGN THIS MULTI-PAGE AGREEMENT BEFORE YOU READ ALL PAGES AND FULLY UNDERSTAND THE COVENANTS CONTAINED HEREIN. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. BY SIGNING THIS AGREEMENT, THE LESSEE HEREBY ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS AND ACCEPTS ALL THE TERMS AND CONDITIONS EXPRESSED IN THIS AGREEMENT.

LESSOR'S INITIALS _____

LESSEE'S INITIALS _____

reason with 30 days notice to Lessee. Upon termination of this Agreement, Lessor shall not make Lessee's mail available without payment theretofore. Lessee 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, Lessee, if he wishes mail forwarded after that date, shall provide Lessor with a forwarding address and pay the required fees. In the event Lessee fails to do this, Lessor shall refuse any further mail and, in the case of mail already received handle such mail in accordance with USPS DMM regulations. Providing a suitable and proper forwarding address and information is the responsibility of the Lessee. If prior forwarding or pickup arrangements are not made, the mail/parcel is immediately marked "Returned to Sender" and "Undeliverable, Commercial Mail Receiving Agency, No Authorization to Receive Mail for this Addressee" and re-deposited into the U.S. Postal Service system. The determination to return such mail rests solely with the U.S. Postal Service. All mail other than First Class, Priority, Express, "endorsed", accountable, and Parcel Post will be discarded. All "common carrier" packages/parcels will be refused and returned to sender, at sender's expense, utilizing the same service as shipped.

11. Insurance. Lessee, at its expense, shall secure its own insurance to protect its property against all perils of whatsoever nature. Lessee agrees that he has been advised that no insurance is carried by the Lessor on Lessee's property.

12. Death. Upon notice of the death of a Lessee, Lessor reserves the right to prevent entry or removal of the contents of the Mailbox until all applicable laws have been complied with, including the delivery of probate orders or approved transfer documents.

13. Miscellaneous. If any part of this Lease is declared invalid or unenforceable, the remaining portion shall remain in full force and effect as if this Lease had been executed with the invalid portion eliminated; (b) Lessee agrees to notify Lessor of any change in address in writing. (c) This Lease constitutes the sole and entire agreement between Lessor and Lessee and no representations, inducements, or agreements, written or oral not set forth herein shall be binding on either party hereto. The Lessor reserves the right to make such reasonable changes in the rules governing its Mailbox rental as a proper and convenient administration of the business may render necessary from time to time, including the rental rate, upon thirty (30) days written notice to Lessee; (d) This lease is binding on Lessee and Lessor and their respective heirs, successors and assigns.

14. Confidential Information. Information provided by Lessee will be kept confidential and will not knowingly be disclosed without Lessee's prior consent, except for law enforcement or postal operation purposes, in which case Lessor intends to cooperate fully. Law enforcement is further clarified to include all city, county, state or federal agencies or their representatives. If LESSOR suspects the private mailbox rental service is for any purpose other than its intended purpose, LESSOR has the right to notify/refer to the appropriate legal and/or university authority its suspicions.

15. Limited Warranty. This Agreement contains the entire Agreement of the parties and no representation or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The agents and employees of Lessor are not authorized to make warranties about the space, premises, and facility referred to in this Agreement. Lessor's agents and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, and shall not be relied upon by the Lessee nor shall any of said statements be considered a part of the Agreement. The entire Agreement and understanding of the parties hereto is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE EXCLUDED from this transaction and shall not apply to the leased space, premises, and facility referred to herein.

I have read and understand the above agreement and policies and accept the terms.

_____/_____
Lessor Signature/Date: _____ **Lessee Signature/Date:** _____

Lessee's Physical Home Address (Required):

Email Address: _____ **SSN:** _____ **DOB:** _____

Home Phone _____ **Cell Number** _____ **Work Number** _____
Minimum of 2 working Phone Numbers Required.

Termination Addendum

Pursuant to Paragraph 10 above, at termination of service, I hereby instruct Lessor as follows:

_____ Forward my mail to new address. In consideration thereof, I place **fifty dollars (\$50.00)** on deposit to be used for this purpose.

_____ Do not forward my mail. I understand that mail will not be forwarded and may be disposed of.

© Copyright 2008 by LifeStorage Centers LLC
ALL RIGHTS RESERVED

NOTICE TO LESSEE: DO NOT SIGN THIS MULTI-PAGE AGREEMENT BEFORE YOU READ ALL PAGES AND FULLY UNDERSTAND THE COVENANTS CONTAINED HEREIN. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. BY SIGNING THIS AGREEMENT, THE LESSEE HEREBY ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS AND ACCEPTS ALL THE TERMS AND CONDITIONS EXPRESSED IN THIS AGREEMENT.

LESSOR'S INITIALS _____

LESSEE'S INITIALS _____

Application for Delivery of Mail Through Agent

See Privacy Act Statement on Reverse

1. Date

In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service™ upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public. The agent provides the original completed signed PS Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of PS Form PS 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable Postal Service rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

This application may be subject to verification procedures by the Postal Service to confirm that the applicant resides or conducts business at the home or business address listed in boxes 7 or 10, and that the identification listed in box 8 is valid.

2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent. <i>(Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.)</i>			3a. Address to be Used for Delivery <i>(Include PMB or # sign.)</i>		
			3b. City	3c. State	3d. ZIP + 4®
4. Applicant authorizes delivery to and in care of: a. Name b. Address <i>(No., street, apt./ste. no.)</i> c. City			d. State	e. ZIP + 4	
6. Name of Applicant			7a. Applicant Home Address <i>(No., street, apt./ste. no)</i>		
8. Two types of identification are required. One must contain a photograph of the addressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. The agent must write in identifying information. Subject to verification. a. b.			7b. City	7c. State	7d. ZIP + 4
			7e. Applicant Telephone Number <i>(Include area code)</i>		
			9. Name of Firm or Corporation		
			10a. Business Address <i>(No., street, apt./ste. no)</i>		
			10b. City	10c. State	10d. ZIP + 4
Acceptable identification includes: valid driver's license or state non-driver's identification card; armed forces, government, university, or recognized corporate identification card; passport, alien registration card or certificate of naturalization; current lease, mortgage or Deed of Trust; voter or vehicle registration card; or a home or vehicle insurance policy. A photocopy of your identification may be retained by agent for verification.			10e. Business Telephone Number <i>(Include area code)</i>		
			11. Type of Business		
12. If applicant is a firm, name each member whose mail is to be delivered. <i>(All names listed must have verifiable identification. A guardian must list the names of minors receiving mail at their delivery address.)</i>			14. If business name <i>(corporation or trade name)</i> has been registered, give name of county and state, and date of registration.		
13. If a CORPORATION, Give Names and Addresses of Its Officers			14. If business name <i>(corporation or trade name)</i> has been registered, give name of county and state, and date of registration.		
Warning: The furnishing of false or misleading information on this form or omission of material information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties).					
15. Signature of Agent/Notary Public			16. Signature of Applicant <i>(If firm or corporation, application must be signed by officer. Show title.)</i>		