

# **PAKMAIL®**

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## **MAIL SERVICE AGREEMENT**

This Agreement between Pak Mail Ole Miss, referred to as agent, and the subscribing applicant, referred to as Tenant, made in the City of University, State of MS, agree to the following terms:

1. Agent is the sole owner of certain mailboxes installed at Crosby Hall, University MS 38677, and that said mailboxes are for rental to the general public, as well as the sale of related services.
2. By completion of this form and PS Form 1583, a copy of which will be made available to the United States Postal Service, Box Holder appoints Pak Mail as the agent for receipt of mail for a period not to exceed that for which rent has been paid in advance. Box Holder will pick up mail at least once each month or make other suitable arrangements, in advance with Pak Mail. Pak Mail shall assume that possession of a key is evidence of authority to collect mail.
3. Once Pak Mail has placed Box Holder's mail in the assigned box, the mail shall be deemed to have been delivered, and Pak Mail shall not be responsible for loss, theft or damage. Pak Mail 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. Box Holder agrees to use services in accordance with Mail Service rules and in compliance with all U.S. Postal regulations, as well as local, state and federal statutes 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 Pak Mail intends to fully cooperate with local, state, and federal law enforcement agencies. The United States Postal Service, not Pak Mail, shall be the only authorized point of contact for private information. Any party seeking such information from Pak Mail, including law enforcement personnel, will be directed to the USPS, unless a subpoena is presented. Law enforcement is further clarified to include all city, county, state or federal agencies or their representatives.
6. The term for mailbox rental period shall be from date rented until May 31, 2021. All rent is payable in advance. Pakmail does not prorate or rebate and does not provide refunds in the event of cancellation by applicant.  
  
Mail Service fees are due and payable in advance and notice thereof will be placed in applicant's box. No other notice shall be required or given. Failure to pay such fees when due may result in disruption or cancellation of services. Pak Mail does not prorate fees and does not provide refunds in the event of cancellation by applicant.
7. Rent applicable to renewals of mailbox occupancy are and payable no later than last day of term of agreement and become delinquent the following business day. Failure to pay rental by this date will cause termination of service and cancellation of agreement.
8. Key replacement will be \$15.00
9. Per USPS regulations, certified, registered, insured, or C.O.D. mail or parcels will be accepted by Pak Mail on the behalf of the Box Holder. However, Box Holders shall not hold Pak Mail liable for any loss or damage or injury related to the acceptance of Accountable Mail. Full, advance payment of C.O.D. charges must be made to Mail Service prior to acceptance of C.O.D. packages.

10. Box Holder shall further protect, indemnify and save harmless Agent from and against all claims, demands, and causes of action of any nature whatsoever, and any expense incident to defense by Agent of any such demand or action arising out of

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or in connection with Box Holder's use or possession of said mailbox and including, without limitation, all demands, claims, and causes of action for personal injury or property damage, including damage to or loss of mail contents by any cause whatsoever other than Agent's negligence.

11. Mail will not be accepted for more than one (1) adults or organizations in a single box, and each must complete a PS Form 1583 and provide photo identification. If Box Holder consistently receives substantially more mail than can be placed in a single box, Pak Mail reserves the right to require applicant to rent a larger size box or one or more additional boxes. Special circumstances may require assessment of additional fees for receiving and holding packages for box holders. Fees will be based on size, weight and/or volume of packages box holder receives. All packages not picked up within 7 days of notification of availability will be assessed a storage fee of \$3.00 per package per day. If package is not picked up 14 days after notification of availability, it will be returned to sender. Failure to pay assessed fees will result in termination of package hold and pickup service until fees are paid in full. This will not affect delivery of regular mail put in mailbox.

12. Applicant shall use only the address designation "PMB" or "#" 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 or# sign. The Address to be used by applicant for the purpose of receiving mail is as follows:

Pak Mail  
Crosby Hall  
115 Northgate Drive  
PMB#: (your mailbox number)  
University, MS 38677

Box Holder is responsible for notifying any correspondents of the above address and any other subsequent change of address.

13. Upon termination of services by Pak Mail or failure to pay rent in advance by applicant, Pak Mail shall not make Box Holder's mail available without payment therefore. Box Holder 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, Box Holder, if they wish mail forwarded after that date, shall provide Pak Mail with a forwarding address and pay the required fees. If forwarding fees are not deposited, mail will not be forwarded.

14. Applicant has read and executed PS Form 1583, and agrees to comply with all applicable postal regulations.

\_\_\_\_\_

Agent's Signature & Date

\_\_\_\_\_

Customer's Signature & Date

**TERMINATION ADDENDUM**

At termination of service, I hereby instruct Pak Mail as follows:

\_\_\_\_\_ Forward my mail to new address. Inconsideration thereof, I place \$\_\_\_\_\_ on deposit to be used for this purpose.

\_\_\_\_\_ Do not forward my mail. I understand that mail will not be forwarded.