



605 Mineral Ave., P.O. Box 38, Mineral, VA 23117
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Your Address for USPS Mail and Parcels is: PO Box 310 PMB _____, Mineral, VA 23117-0038

Your Address for FedEx and UPS is: 605 Mineral Ave. PMB _____, Mineral, VA 23117-0038

APPLICATION FOR MAILBOX RENTAL

This agreement made by and between Mineral Pack & Ship, LLC, hereinafter referred to as **AGENT**, and _____ hereinafter referred to as **APPLICANT** who is desirous of renting **BOX NUMBER** _____, shall be governed by these terms to which each party agrees:

1. That by completing this form and PS Form 1583, a copy of which will be furnished to the United States Postal Service (USPS), applicant appoints Agent as agent for the receipt of mail and parcels for a period not to exceed that for which rent has been paid in advance.
2. That Agent shall place in said box all mail received by Agent, for the benefit of Applicant each date that mail is received from the USPS. Once Agent has placed Applicant's mail in the assigned box, the mail shall be deemed to have been delivered, and Agent shall not be responsible for loss, theft, or damage. Agent is not engaged in the delivery of mail and cannot be responsible for failure of the USPS to deliver mail or to deliver mail in a timely fashion or in an undamaged condition.
3. That Applicant may appoint another person or organization to collect mail, and Agent will check state issued ID and compare against an appointed person list signed by Applicant.
4. That Applicant understands that the relationship of the parties hereto is one of bailment and not landlord and tenant.
5. That Applicant agrees to pick up mail at least once each month or to make other arrangements with Agent. Applicant further agrees to pick up all packages or parcels within three days of delivery. Packages or parcels left with Agent longer than three days are subject to a fee of \$1.00 per day per package.
6. That Applicant agrees to pay all rents in advance by the first day of each month. Payments made after the fifth of the month are subject to a late fee. Agent will place a notice of rent and fees due in Applicant's box. No other notice will be required. Failure to pay rent and fees when due may result in disruption or cancellation of services. Agent does not prorate fees and does not provide refunds in the event of cancellation by Applicant.
7. That Agent shall have the premises open to all Applicants during the hours posted.
8. That Applicant shall give at least 30 days notice of termination. **Applicant understands that the USPS will neither forward nor return mail without payment, nor will the USPS accept a Change of Address Order.** At termination of service Applicant, if he or she wishes mail forwarded after that date, shall provide Agent with a forwarding address and pay the required fees to cover cost of forwarding mail. In the event Applicant fails to do this, Agent shall handle such mail in accordance with appropriate USPS Domestic Mail Manual regulations.
9. That Applicant shall protect, indemnify, and hold harmless Agent against and from any and all claims arising from Applicant's use of the Premises or from the conduct of Applicant's business or from any activity, work or other things done, permitted or suffered by the Applicant in or about the Premises, and shall further indemnify and hold harmless Agent against and from any and all claims arising from any breach or default in the performance of any obligation on Applicant's part to be performed under the terms of the agreement, or arising from any act or negligence of the Applicant, or any officer, agent or employee of Applicant, and from any cause other than Agent's negligence, and Applicant hereby waives all claims thereof against Agent.
10. That Applicant agrees that Premises shall be used for purposes that comply with all local, state and federal laws and regulations; and further agrees that no other persons or parties, other than those listed above, shall have access to Premises or use thereof. Failure to do so may result in cancellation of service without notice or refund.
11. That notwithstanding the terms outlined above concerning mail delivery, Applicant hereby instructs Agent to accept accountable mail, e.g., registered and certified, on Applicant's behalf acting as Applicant's agent. In consideration for this service and the substantial responsibilities involved therein, Applicant expressly releases Agent from all responsibility for loss, damage, or other disposition of said accountable mail. In accordance with this release, Applicant waives any and all rights of claim against Agent in respect to accountable mail.
12. That Agent will accept C.O.D. mail and parcels on behalf of Applicant only if Applicant has made full advance payment of C.O.D. charges to Agent in a manner acceptable to the delivery service.

13. That information provided by Applicant will be kept confidential and will not knowingly be disclosed without Applicant's prior consent, except for law enforcement or postal operation purposes, in which case Agent intends to cooperate fully. Law enforcement is further clarified to include all city, county, or federal agencies or their representatives.
14. That mail will not be accepted for more than three (3) persons or businesses in a single box, and that each person or business must complete a USPS Form 1583 and provide photo identification. Applicant agrees to pay Agent \$5.00 additional per month for each additional adult or entity (more than 3) using the same mailbox. If Applicant consistently receives substantially more mail than can be placed in a single box, Agent reserves the right to require applicant to rent a larger size box, or one or more additional boxes. Applicant further agrees that no hazardous or dangerous material will be delivered to Agent's premises, and that Agent will refuse to accept any such delivery.
15. Applicant agrees to comply fully with USPS regulations as stated in the Domestic Mail Manual (DMM) as applied to the addressing of mail to Applicant.
16. Applicant agrees that the P.O. Box address is to be used for U.S. Postal Service mail and parcels only, and that the 605 Mineral Ave. address is to be used for FedEx, UPS, DHL and Freight shipments only. Applicant acknowledges that prior arrangements must be made for freight shipments, and that additional charges may apply for receiving freight shipments.
17. This agreement supercedes any pre-existing mailbox agreement, and expires at the end of the 12th full calendar month following this initial agreement, or the expiration of the current agreement, whichever is longer. This agreement must be renewed if the Applicant wishes to continue service. Terms and conditions are subject to change upon renewal.

Term: _____

Rate: \$ _____ **Per** _____

Rent: \$ _____

Setup Fee: \$ _____

Deposit: \$ _____

Total: \$ _____

Paid through: _____

PROTECTION OF LAW: The authority of the Principal and the Management Company to enter this Agreement & Contract and to execute the duties under the Terms, Conditions and Obligations of this Agreement & Contract is protected under the provisions of 1:10, 1; 4:2; 6:2; Amendments 4,5,6,7,9,10, &14; of the U.S. Constitution, the Supreme Law of the Land, wherein " no state shall pass any laws impairing the Obligation of contracts." The Principal, Management Company, and the Terms, Conditions and Obligations of this Agreement & Contract are not subject to Federal or State Legislative or regulatory Control. SEE. USC 42 1981, 1983; Hale v. Henkle, 201 U.S. 43; U.S. v. Dickerson, 413F 20 116; Hill v. Philpott, 445 F2nd 144, 146; Stuart v. U.S. 416 F2nd 459; U.S. v. Kleckner, 273 F Supp 251; Mattos v. U.S., 156 U.S. 237 at 243; U.S. v. Wong Kim Ark. 169, 18 S. Ct. 456; State v. Simons, 2 Spears 761, 767(1884) Justice O'Neil; Talor v. Porter, 4 Hill 140, 146(1843) Justice Bronson; Marbury v. Madison, 2 Cranch (5U.S.) 137, 176, 177 (1803); Dred Scott v. Sanford, 19 How. 393; Reid v. Convert 354 U.S. 1 (1957), 1 I. Ed. 2nd. 1148; Miranda v. Ariz. 384 U.S. 436 at 491 (1966). USC 5 sec. 301, 533 Note 3, 556, 566(d), 558(b); USC 28 sec. 2072 at clause 2.; Standard v. Olsen, 74 S. Ct. 768. 48 Am. Jur. 2nd, Sec. 2 at Pg 80; Coppage v. Kansas, 236 U.S. 1, at 14; Elliot v. Freeman 20 U.S. 178(1911); Butchers Union Co. v. Cresnet City Co.; Smith v. Morse, 2 CA 524; Cooper v. Aaron, 358 U.S. 1.

NOTICE: Any person, Federal or State Administrative Agent(s), Law Enforcement Officer(s), Legislator(s), Judicial Officer(s), who by act or omission or under color of law impair or abridge any or all of the Terms, Conditions, or Obligations of this Agreement & Contract or impair the actions of the Principal or Management Company named herein, or their successors, while in the performance of their duties stated herein, under USC 18 Sec. 241 & 242, shall be subject to fine up to \$10K and imprisonment up to 10 years as well as civil penalty under USC 42 Se. 1983, 1985, 1986. SEE. USC 42 2000d-7, 2000e (i); Hafer v. Melo, No. 90-681, P. 4001(Nov. 1991).

ACCEPTANCE AND RATIFICATION: Mineral Pack & Ship, LLC agrees to provide a charge account to the Principal, subject to the Terms, Conditions and Obligations of this Agreement & Contract and agrees to act and perform in said fiduciary capacity with the Principals best interest, as the discretion of MPC deems advisable. Any changes to this Agreement & Contract are to be in writing and agreed to by all parties. The Principal thereupon ratifies all acts carried out of this Agreement & Contract

Signature below indicates acceptance of all terms of this agreement.

Applicant

Date: _____

Agent, Mineral Pack & Ship

Date: _____