

University of Vermont Print & Mail Center

Mailbox Rental Agreement

Customer Name: _____

Address: _____

Home Phone: _____

Work Phone: _____

Email: _____

Mailbox Number: _____

1. **DEFINITION OF TERMS.** This Mailbox Rental Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox (the "Mailbox") at the Print & Mail Center located in Waterman identified above (the "Center") under the terms set forth herein. This agreement may not be amended or modified, except in writing, signed by both parties.
 2. **LEGITIMATE USE OF THE MAILBOX.** Customer agrees that Customer will not use the Mail Center premises or any Mail Center services for any unlawful, illegitimate or fraudulent purpose or for any purpose prohibited by U.S. Postal Regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state and local laws. A valid photo identification must be used to receive mail or packages at the mailbox.
 3. **DISCLOSURE OF INFORMATION.** This Agreement shall remain confidential, except that this agreement may be disclosed upon request of any law enforcement or other governmental agency, or when legally mandated. Upon request, Customer agrees to complete all necessary documents relating to service of process. Customer further agrees to sign an updated version of this agreement upon request.
 4. **AUTHORIZED RELEASE OF MAIL.** Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. Release of mail to a third party without a Mailbox key will require prior authorization by the Customer in writing. In the event of death or incapacity of Customer, the Center 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.
 5. **PAYMENT OF FEES.** Customer agrees to pay a refundable security/key deposit (cash or credit card) of \$10 for each mailbox key. The security/key deposit is refundable upon expiration, cancellation or termination of this Agreement, provided that the Customer returns the key and pays all sums owed. Mailbox service fees are due and payable in advance and Customer agrees that the Mail Center may hold mail and packages pending payment. There will be no refunds for cancellation of any service. Customer agrees to pay a late fee of \$5.00 if any payment is not received by the due date. Mailbox service fees and other related fees stated above are subject to change.
 6. **HANDLING OF MAIL UPON TERMINATION.** Upon expiration, cancellation or termination of this Agreement, the Mail Center will:
 - a. Forward Customer's mail for six (6) months, provided Customer provides a forwarding address for USPS.
 - b. Customer mail will be "Returned to Sender" should the Mail Center not be provided with a forwarding address within 30 days of expiration of Agreement.
 - c. 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 the Mail Center.
- 6A. AFTER SIX MONTH PERIOD.** Six (6) months after the expiration, cancellation or termination of this Agreement, the Mail Center may:
- a. Refuse any mail or package addressed to Customer and delivered to the Mail Center.
 - b. Return to sender any of Customer's mail or packages delivered to or remaining at the Mail Center at such time.
7. **RENEWAL OF AGREEMENT.** The term of this Agreement shall be the initial period paid for by Customer and any renewal period paid for by the Customer after that time. Renewal of this Agreement for additional terms shall be at the Mail Center's sole discretion.
 8. **CAUSE FOR TERMINATION.** Customer agrees that the Mail Center may terminate or cancel this Agreement for good cause at any time by providing Customer thirty (30) days written notice. Good cause shall include but it not limited to: 1) Customer abandons the Mailbox; 2) Customer uses the Mailbox for unlawful, illegitimate or fraudulent purposes; 3) Customer fails to pay monies owed to the Mail Center

when due; 4) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive or disruptive behavior toward other customers of the Mail Center or the Mail Center's employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of the Agreement as provided herein, the actions of any person authorized by Customer to use the Mailbox will be attributed to Customer.

9. **METHOD OF NOTIFICATION.** Any written notice to Customer required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Customer's Mailbox. In the event of a termination notice based upon abandonment of the Mailbox or nonpayment of fees, notice shall be deemed delivered five (5) days after placement in the United States Mail and addressed to Customer at Customer's address.
10. **ACCEPTANCE OF MAIL AND PACKAGES.** As Customer's authorized agent for receipt of mail, the Mail Center will accept all mail, including registered, insured and certified items. Unless prior arrangements have been made, the Mail Center shall only be obligated to accept mail, or packages delivered by commercial courier services, which require a signature from the Mail Center as a condition of delivery. Customer must accept and sign for all mail and packages upon the request of the Mail Center. Packages not picked up within thirty (30) days of notification will be subjected to a storage fee of \$1.00 per day per package, which must be paid before Customer receives the package. In the event Customer refuses to accept any mail or package, the Mail Center may return the mail or package to the sender and customer will be responsible for any postage or other fees associated with such return. C.O.D. items will be accepted ONLY by prior arrangement between Customer and the Mail Center, with payment of the C.O.D amount provided to the Mail Center in advance.
11. **INDEMNITY AGREEMENT.** Customer agrees to protect, indemnify, defend and hold harmless the Mail Center, University of Vermont and their respective affiliates, subsidiaries, 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 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 Customer of applicable federal, state or local laws.
12. **LIMITATION OF LIABILITY.** Customer agrees that the Print & Mail Center bears no liability regarding any claims, arising out of or related to this agreement, regardless of the nature of the claim.
13. **CORRECT ADDRESS USAGE.** Customer must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. Mail received by Customer must bear a delivery address that contains at least the following elements, in this order:

First/Last Name
PO Box Number
85 South Prospect Street
118 Waterman Building
Burlington, VT 05405

Mailbox Rental Start Date: _____

(INITIAL____) Rental agreement 06 months \$50.00 Forward mail or renew box by date _____ (30 days before end of agreement)

(INITIAL____) Rental agreement 12 months \$75.00 Forward mail or renew box by date _____ (30 days before end of agreement)

(INITIAL____) \$10 key deposit Amount PAID: \$ _____ Circle One: Cash/Mastercard/Visa/Discover

Attach copy of receipt to this form.

Customer Signature

Date

UVM Signature

Date

Customer (PRINT Name)

Date

UVM PRINT Name

Date