

# Package and Expedited Letter Receiving Service Agreement

Center Number: \_\_\_\_\_

## Customer Information

|                           |                         |        |
|---------------------------|-------------------------|--------|
| Name:                     |                         |        |
| Company:                  |                         |        |
| Address:                  |                         |        |
| City:                     | State:                  | ZIP: - |
| Business Telephone: ( ) - | Home Telephone: ( ) -   |        |
| Fax: ( ) -                | Mobile Telephone: ( ) - |        |
| E-mail Address:           | Text Messaging ID:      |        |

## Terms and Conditions

1. This Package and Expedited Letter Receiving Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for services related to the receipt of packages and expedited letters ("Items") from commercial package and expedited letter delivery companies such as UPS®, FedEx®, and DHL on Customer's behalf at The UPS Store® or Mail Boxes Etc.® Center identified above ("Center") under the terms set forth herein (collectively, the "Services").
  2. The Center will accept and, if necessary, sign for Items addressed to Customer and delivered to the Center by commercial package and expedited letter delivery companies. Customer understands that this Agreement is for the acceptance of Items delivered by commercial delivery companies ONLY, and that the Center is not permitted and will refuse to accept any Items from the United States Postal Service® on behalf of Customer unless Customer has: (a) entered into a separate Mailbox Services Agreement at the Center; (b) paid the corresponding fees; and (c) completed a United States Postal Service Form 1583 ("Form 1583"). Items must be addressed to Customer at the Center's street address. The Center will NOT accept Collect on Delivery (COD) Items or Items containing hazardous materials, alcohol, liquor, and/or tobacco.
  3. After accepting an Item for Customer under this Agreement, the Center may notify Customer of the receipt of the Item via e-mail or text message as specified above or via telephone at ( ) \_\_\_\_\_. The Center will release Items to Customer named above upon presentation by Customer of valid government-issued photo identification. Customer must present the required identification each time Customer picks up Items from the Center. In the event of the 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 Items to a requesting party.
  4. The Center will hold each Item received for Customer for \_\_\_\_\_ days after the date the Center sends notification of receipt to Customer, unless Customer has made advanced arrangements with the Center to hold Items received for a longer period, including advanced payment of any applicable storage fees. Customer authorizes the Center to return to the shipper any Item not picked up by Customer within \_\_\_\_\_ days of notification, and Customer will be responsible for any postage or other fees associated with such return. If the Center is unable to return any Item to the shipper for any reason at all, including but not limited to the Center's inability to identify the shipper or a return address, Customer authorizes Center to dispose of the Item in accordance with state law. Upon expiration, cancellation, or termination of this Agreement, Customer understands that the Center will refuse to accept any Item addressed to Customer and tendered to the Center after the effective date of the expiration, cancellation, or termination.
  5. Customer understands that the Center will not forward any Items received under this Agreement to Customer at a different address or to any other person under any circumstances.
  6. Customer agrees to pay:
    - 6.1. an initial set-up fee of \_\_\_\_\_; and
    - 6.2. the current fee of:  
☐ \_\_\_\_\_ per package for packages up to \_\_\_\_\_ pounds or \_\_\_\_\_" x \_\_\_\_\_" x \_\_\_\_\_" or \_\_\_\_\_ cubic inches; and  
☐ \_\_\_\_\_ per package for packages over \_\_\_\_\_ pounds or \_\_\_\_\_" x \_\_\_\_\_" x \_\_\_\_\_" or \_\_\_\_\_ cubic inches; and
    - 6.3. any applicable sales, use, or other taxes imposed on or related to the Services.
- Fees are all due and payable in advance and Customer agrees that the Center may withhold Items from Customer pending payment. There will be no pro-ration or refunds for cancellation of the Services. All fees are subject to change, and Customer agrees to pay the applicable fees at the time of pick-up. In the event that Customer receives an unreasonable volume of Items at the Center according to the Center's reasonable judgment, the Center may require Customer to pay an additional charge or may terminate this Agreement pursuant to section 9.
7. This Agreement shall remain in effect until one party gives at least thirty (30) days written notice of termination to the other party or unless terminated as otherwise provided in this Agreement.
  8. Customer agrees that Customer will not use the Center premises or the Services rendered under this Agreement or any other Center services for any unlawful, illegitimate, or fraudulent purpose.
  9. Customer agrees that the Center may immediately cancel or terminate this Agreement for good cause at any time by providing Customer with written notice. Good cause shall include but is not limited to: 1) Customer abandonment of any Item received at the Center; 2) Customer use of the Services for unlawful, illegitimate, or fraudulent purposes; 3) Customer failure to pay monies owed to the Center when due; 4) Customer receipt of an unreasonable volume of Items; 5) Customer engagement in offensive, abusive, or

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disruptive behavior toward other customers of the Center or the Center's employees; and 6) Customer violation of any provision of this Agreement.

10. Any written notice to Customer required or permitted under this Agreement shall be deemed delivered: (a) at the time personally delivered to Customer; (b) on the next day after placing the notice in the hands of a commercial delivery company or the United States Postal Service® for next day delivery; or (c) five (5) days after placement in the United States mail by Certified Mail™, Return Receipt Requested, postage pre-paid, and addressed to Customer at Customer's address as set forth above, or on the date of actual receipt, whichever is earlier.
11. Customer understands and agrees that Customer is fully responsible for ensuring that the shipping or the acceptance by the Center of any Item addressed to Customer does not violate any federal, state, or local laws or regulations, or any terms and conditions of the commercial delivery company, that are applicable to any Item, including but not limited to laws, regulations, and terms concerning the carriage, delivery, or warehousing of alcohol, firearms, and other controlled and/or regulated matter. The Center shall not be obligated to render any Services with respect to an Item prohibited by any applicable law or regulation of any federal, state, or local government in either the Item's origin or destination location or in violation of the terms and conditions of the commercial delivery company. Customer agrees to protect, indemnify, defend, and hold harmless the Center, the Center's franchisor, The UPS Store, Inc., and their respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents, and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, fines, penalties, costs, and causes of action of every type and character arising out of Customer's or the shipper's failure to comply with this provision.
12. Customer agrees to protect, indemnify, defend, and hold harmless the Center, The UPS Store, Inc., and their respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents, and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, fines, penalties, costs, and causes of action of every type and character arising out of or in connection with the Services, including without limitation any demands, claims, and causes of action for personal injury or property damage arising out of the Services, from failure of any commercial delivery company to deliver on time or otherwise deliver any Items, from damage to or loss of any Item by any cause whatsoever, from the Center's collection or remission of sales, use, or any other taxes, including but not limited to the Center's failure to refund any amounts that have been collected or remitted, and from any violation by Customer or by the shipper of any Item to Customer of applicable federal, state, or local laws, or the laws of any foreign jurisdiction. In the event that the Center submits or processes any sales, use, or other tax refund claim on behalf of Customer, Customer agrees to cooperate fully with the Center, including but not limited to providing any and all information and documentation necessary to process or submit such a claim.
13. This Agreement and all Customer information shall remain confidential, except that this Agreement and Customer information, including Customer's name, address, telephone number, e-mail address, and text messaging ID, may be disclosed to The UPS Store, Inc. or its successor or related entities, for purposes related to Customer's use of the Services, or upon written request of any law enforcement or other governmental agency, or when legally mandated. Customer expressly agrees that the Center may release any Item received under this Agreement to any law enforcement entity or officer, or to any other federal, state, or local governmental entity, upon written request by the entity or officer, or when legally mandated.
14. Upon request, Customer agrees to complete all necessary documents related to the Services. Customer further agrees to sign a revised version of this Agreement whenever any information required by this Agreement changes.
15. Customer acknowledges and agrees that the Center is an independently owned and operated franchise of The UPS Store, Inc. and that The UPS Store, Inc. is not responsible for any acts or omissions of its franchisees.
16. CUSTOMER AGREES AND UNDERSTANDS THAT CUSTOMER HAS SOLE RESPONSIBILITY FOR ANY LOSS OR DAMAGE TO THE ITEMS FOR ANY REASON WHATSOEVER, INCLUDING DAMAGE CAUSED BY CRIMINAL ACTS, AND CUSTOMER IS SOLELY RESPONSIBLE FOR OBTAINING ANY INSURANCE COVERAGE FOR ITEMS IF CUSTOMER DEEMS INSURANCE COVERAGE NECESSARY OR DESIRABLE. THE CENTER PROVIDES ITS SERVICES "AS IS" AND WITHOUT EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OR REPRESENTATIONS AS TO THE SERVICES. WHERE ALLOWABLE BY LAW, CENTER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES. IN NO EVENT WILL THE CENTER BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS TERMINATION, REGARDLESS OF THE FORM OF ACTION AND IRRESPECTIVE OF WHETHER THE CENTER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY LOSS OR DAMAGE. CUSTOMER AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THE CENTER AND THE UPS STORE, INC., IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PERFORMANCE HEREUNDER SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM. (INITIAL: \_\_\_\_\_)
17. This Agreement may not be amended or modified, except in writing signed by both parties.
18. Upon signing this Agreement, Customer shall provide two (2) forms of valid identification, one of which shall include a photograph.

Customer Signature:

Date:    /    /

### For Center Use Only

Authorized Center Representative Signature:

Date:    /    /

How did the customer hear about us?

Comments: