

RENTAL AGREEMENT

1- PARTIES This rental agreement, dated \_\_\_\_\_ is made by and between MAIL CALL (herein called "Agent") and \_\_\_\_\_ (herein called "Tenant").

2- PREMISES Agent is the owner of certain postal boxes which are installed at the address of 2726 Shelter Island Drive, San Diego, California 92106 (herein called "Premises"), and said boxes are for rent to the general public. Tenant is a person interested and desirous of renting one or more said boxes.

3- SERVICE The Agent shall place in said box all mail received by agent, for the benefit of Tenant each date that mail is received from the United States Post Office.

4- TERMS AND RENT Agent shall rent to tenant box no. \_\_\_\_\_ for the period of time commencing \_\_\_\_\_ and ending \_\_\_\_\_ for the amount of \_\_\_\_\_ plus \_\_\_\_\_ for keys, payable in advance. There is no proration of rates and no refund paid for cancellation of service (except as stated in Article 7). At the conclusion of this time period, this agreement will remain in effect with billing on a quarterly basis. Mail received by Agent after end date will be subject to the terms of Article 7 hereof.

5- PURPOSE AND USE Tenant shall use the Premises for the purpose of receiving mail and messages through Agent and shall not use or permit the Premises to be used for any other purpose. The use of a non-business box will be limited to a maximum of two (2) individuals.

6- COMPLIANCE WITH LAWS Tenant agrees that Premises shall be used for purposes that comply with all Federal, State and Local laws and regulations.

7- TERMINATION OF AGREEMENT This agreement shall be terminated at the end of the term stated in Article 5 or upon non-payment of rent by Tenant. Accounts are considered delinquent if not paid within ten (10) days following the due date. Fifteen (15) days following the due date, mail will be returned to sender and the box will be closed to Tenant. This agreement can be terminated by Agent giving thirty (30) days notice and reimbursing any unapplied rent.

8- HOLD HARMLESS Tenant agrees to protect, indemnify and save harmless Agent from and against any and all claims, demands and causes of action of any nature whatsoever, and any expense incident to defense by Agent of any such demands or actions arising out of or in connection with Tenant's use or possession of said postal box and including, without limitation, all demands, claims and causes of action for personal injury or property damage arising from such use or possession, for failure of the U.S. Postal Service to deliver on time or otherwise any item (mail, parcels, etc.), for damage to or loss of postal box contents by any cause whatsoever, including but not limited to fire or theft, and for any violation by Tenant of applicable Federal, State or Local laws.

In any case, Agent's liability shall be limited to the amount of rent corresponding to the period that the Premises are rendered unserviceable, if any. Tenant shall give prompt notice to Agent in case of damage to the Premises.

ACCEPTED: \_\_\_\_\_

(TENANT SIGNATURE)

DATED: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

Names of persons other than tenant entitled to pick-up mail or packages:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_