



MAIL ROUTE 40

Mail Forwarding Agreement

Mail Route 40 23942 Thompson Drive Hill City, SD 57745 1-(877) 779-3713 Toll Free

Name, first and last -or- business: _____ Box #: _____
assigned by MR40

Other Names: _____
(names, maiden names, or company names that may appear on your mail)

Phone 1: _____ Phone 2: _____

Email: _____ Alt. Contact Name & Phone: _____

Please select Membership Plan:

Mount Rushmore Membership \$299/yr
Mail Forwarding, Scanning, Sorting
 Mail Forwarding- Sent Per Your Instructions
 Mail Sorting and Shredding of Junk Mail (3rd Class)
 Large Amounts of Mail & Frequent Special Handling
 Package Notification
 Certified Mail Notification
 Notary Service
 Registered Agent

Harney Peak Membership \$199/yr
Mail Forwarding
 Mail Forwarding- Sent Per Your Instructions
 Mail Sorting and Shredding of Junk Mail (3rd Class)
 Medium Amounts of Mail & Occasional Special Handling
 Notary Service

Black Hills Membership \$99/yr
Mail Forwarding
 Mail Forwarding- Sent Per Your Instructions
 All Mail Kept and Forwarded Upon Your Request
 MR40 Will Receive up to 15 pieces of Mail per year, with no surcharge
 Access to all Extra Services

*Client pays postage and packaging costs.
Please see our Menu of Services for extra service costs*

I agree to the terms and conditions and release Mail Route 40 from any liability for loss or destruction of mail. If my account becomes over due past one month, I understand Mail Route 40 may stop service.

Signature Date

Start Date: _____

Payment Type: _____

1st Payment Amt.: \$ _____

Set Up Fee: \$ 29.00

6.5% Sales Tax: \$ _____

Postage Deposit: \$ 100.00

Total: \$ _____

Credit Card Type: _____

Credit Card No.: _____

Exp. Date: _____ Card Security Code: _____

Signature Date

Card holder acknowledges and gives permission to Mail Route 40 to charge this card today and for future agreement renewal. Card owner also gives permission to charge this card in the future to replenish card holder's postage account when it reaches \$15.00.

How did you hear about us? *check one*

Internet: Google _____ Bing: _____ Other: _____

Brochure _____ Word-of-Mouth _____

Billboard _____ RV Event/ Rally _____

Referral: _____

If so, Referred by: _____

Client is responsible to contact Mail Route 40 to cancel Mail Forwarding Agreement 30 days in advance of date cancellation will take affect. At the end of the agreement term, the client will cancel the forwarding order or change their permanent address with the post office to prevent mail from being delivered to Mail Route 40.

TERMS & CONDITIONS

Mail Route 40, LLC
23942 Thompson Drive
Hill City, SD 57745

phone: (877) 779-3713

email: frontdesk@mailroute40.com

This Mail Subscription Agreement (“Agreement”), entered into between Mail Route 40, LLC (“Mail Route 40”) and the below-named Member(s), sets forth the terms and conditions under which Mail Route 40 will provide mail forwarding services.

1. **Mail Forwarding Services.** Upon receipt of a signed *Mail Forwarding Agreement, PS Form 1583* (with required identification materials), and signed **Terms & Conditions**, Mail Route 40 will provide Member with his/her South Dakota mailing address (“Remote Address”) and Mailbox Number.
 - a. Mail Route 40 will provide a Remote Address at which you will receive mail. Mail Route 40 is not liable for changes in the availability of the Remote Address. You are responsible for notifying third parties of any change in your Remote Address. The Remote Address is not an address at which third parties can find you or that third parties may physically visit.
 - b. You will not modify or alter the format of the Remote Address. You must always provide the assigned mailbox number when communicating your address to third parties. Mail Route 40 is not responsible for mail that is not properly addressed according to the format we provide or is otherwise contrary to United States Postal Service (“USPS”) specifications. The USPS or Mail Route 40 may return mail that is not properly addressed. Such mail will be marked “Undeliverable as Addressed” and returned to the sender.
 - c. Your account will not be activated until each Member completes a PS Form 1583 to Mail Route 40. You must provide clean, clear copies, of two items of valid identification with your application. Without the completed PS Form 1583, Mail Route 40 will not perform the services under this Agreement, and will return any mail to the post office responsible for delivery with the endorsement: “Undeliverable, Commercial Mail Receiving Agency, No Authorization to Receive Mail for this Addressee.”
 - d. Mail Route 40 will receive your mail and/or packages, and sort, repack and ship it to your specified local address pursuant to the service level selected on your *Mail Forwarding Agreement*. Your mail service will be automatically renewed unless you submit a completed Cancellation Form.
2. **Termination of Services by Member.** You may terminate your account at any time by completing a Cancellation Form. Keep in mind that any and all payments made to Mail Route 40 are nonrefundable, except for the balance of your postage account. Should you request to reopen your account after termination, you will be responsible for a re-activation fee.
3. **Termination of Services by Mail Route 40.** Mail Route 40 may, at its sole discretion, terminate services under this Agreement, with or without cause, at any time, with or without notice. In

that event, Mail Route 40 is not obligated to refund any payments already made by you, including payments for Services to be performed in the future, except for the balance of your postage account.

4. **Waiver of Re-Mailing.** Upon expiration, cancellation or termination, Mail Route 40 will cancel all pending services.
 - a. **Waiver of 6-Month Remailing Option:** If you do not select the Remailing Option on your Cancellation Form, then this Agreement will serve as your written instruction that your mail need not be re-mailed to you as otherwise required in the USPS Domestic Mail Manual's conditions for Commercial Mail Receiving Agencies. Member waives and releases Mail Route 40 from compliance with any obligation to forward or re-mail mail received after your account has been terminated and specifically agree that we have no obligation to forward or re-mail mail to you except as expressly stated in these terms. Any mail that arrives addressed to you after the date upon which your account is terminated will be classified as undeliverable and non-returnable Mail, and will be shredded.
 - b. **6-Month Remailing Option:** You may elect for Mail Route 40 to forward mail when closing your account. To do so, you must specify this on your Cancellation Form. If you select this option, your mail will be shipped via economy service to the address you provide in your cancellation request. You authorize Mail Route 40 to charge the payment card on file for all mail forwarding costs. If at any time Mail Route 40 is unable to charge the payment card, the mail will no longer be forwarded. Mail Route 40 will not forward any mail once six months have passed from the date of account closure. Any mail sent to your account after this date shall be deemed undeliverable and non-returnable Mail.
 - c. USPS regulations prohibit you from filing a change of address form with the USPS after termination. You are prohibited from requesting that we refuse mail or return it to sender. Mail Route 40 has no obligation to retain customer data after termination.
5. **Payment and Pricing.** The services provided under this Agreement are done so in accordance with the prices published on the Mail Forwarding Agreement, which is incorporated herein by this reference. You hereby subscribe to services under the pricing plan you select on the *Mail Forwarding Agreement*. Fees charged are subject to change by us without notice.

You agree that Mail Route 40 may immediately bill you any and all charges associated with the pricing plan you select and any applicable shipping costs, customs duties, additional usage fees, and any other charges you may incur in connection with the services provided herein. We reserve the right to terminate any account that is unable to be billed for at least three consecutive months.

6. **Hold Harmless.** You agree to protect, defend, indemnify and hold Mail Route 40 harmless from and against any and all claims, causes of action, liabilities, judgments, penalties, losses, costs, damages and expenses (including attorney's fees and all related costs and expenses of litigation or arbitration, at trial or on appeal, if any, whether or not litigation or arbitration is instituted) suffered or incurred by us, including, without limitation, any claim for personal injury or property

damage, arising from: (i) these Terms; (ii) the Services provided to you by us; (iii) your use of the Services including without limitation any copyright infringement claims that could arise from our scanning documents at your request; (iv) the failure of any third party, USPS or any commercial delivery or courier service, to provide delivery or courier services accurately and on time; (v) loss, damage, or destruction of your Mail by any cause whatsoever whether or not attributable to our negligence or intentional act; (vi) any violation by you of any federal, state or local laws, statutes, rules or regulations; and (vii) for the consequences of any attempts of third parties to serve you with legal process through the Services or our facility. For purposes of these Terms, the indemnified parties shall include Mail Route 40 and its owners, affiliates, subsidiaries, parents, shareholders, members, successors, assigns, representatives, franchisees, officers, directors, agents, attorneys and employees.

7. **Waiver of Liability.** Mail Route 40 is not liable to you or anyone else for any loss or injury arising out of or caused, in whole or in part, by negligent acts or omissions in compiling, collecting, processing, communication, or delivering mail or handling physical or digital documents, directly or indirectly. You agree that the total amount of our liability, if any, for any and all claims, causes of action, damages, losses, or judgments arising out of or related to this agreement and the services provided for herein shall not exceed \$100.00, regardless of the nature of the claim, loss, or damage incurred.

DATED _____, 20__.

CLIENT (PRINTED NAME)

CLIENT (SIGNATURE)

INTERNAL USE

Dated _____, 20__

By: _____

Its: _____

SIGNATURE- MAIL ROUTE 40, LLC

Account Information

Primary First Name: _____

Primary Last Name: _____

Secondary First Name: _____

Secondary Last Name: _____

Phone Number(s): _____

Email Address: _____

Assigned Mailbox Number: _____

Application for Delivery of Mail Through Agent

See Privacy Act Statement on Reverse

1. Date

In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service™ upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public. The agent provides the original completed signed PS Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of PS Form PS 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable Postal Service rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

This application may be subject to verification procedures by the Postal Service to confirm that the applicant resides or conducts business at the home or business address listed in boxes 7 or 10, and that the identification listed in box 8 is valid.

2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent. (Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.)		3a. Address to be Used for Delivery (Include PMB or # sign.)		
		3b. City	3c. State	3d. ZIP + 4®
4. Applicant authorizes delivery to and in care of:		5. This authorization is extended to include restricted delivery mail for the undersigned(s):		
a. Name				
b. Address (No., street, apt./ste. no.)				
c. City	d. State	e. ZIP + 4		
6. Name of Applicant		7a. Applicant Home Address (No., street, apt./ste. no)		
		7b. City	7c. State	7d. ZIP + 4
8. Two types of identification are required. One must contain a photograph of the addressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. The agent must write in identifying information. Subject to verification.		7e. Applicant Telephone Number (Include area code)		
a.		9. Name of Firm or Corporation		
b.		10a. Business Address (No., street, apt./ste. no)		
		10b. City	10c. State	10d. ZIP + 4
Acceptable identification includes: valid driver's license or state non-driver's identification card; armed forces, government, university, or recognized corporate identification card; passport, alien registration card or certificate of naturalization; current lease, mortgage or Deed of Trust; voter or vehicle registration card; or a home or vehicle insurance policy. A photocopy of your identification may be retained by agent for verification.		10e. Business Telephone Number (Include area code)		
		11. Type of Business		
12. If applicant is a firm, name each member whose mail is to be delivered. (All names listed must have verifiable identification. A guardian must list the names of minors receiving mail at their delivery address.)				
13. If a CORPORATION, Give Names and Addresses of Its Officers		14. If business name (corporation or trade name) has been registered, give name of county and state, and date of registration.		
15. Signature of Agent/Notary Public		16. Signature of Applicant (If firm or corporation, application must be signed by officer. Show title.)		

Warning: The furnishing of false or misleading information on this form or omission of material information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties).

Privacy Act Statement: Your information will be used to authorize the delivery of your mail to the designated addressee as your agent. Collection is authorized by 39 USC 401, 403, and 404. Providing the information is voluntary, but if not provided, we cannot provide this service to you. We do not disclose your information without your consent to third parties, except for the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS® auditor; to entities, including law enforcement, as required by law or in legal proceedings; to contractors and other entities aiding us to fulfill the service; and for the purpose of identifying an address as an address of an agent who receives mail on behalf of other persons. Information concerning an individual who has filed an appropriate protective court order with the postmaster will not be disclosed except pursuant to court order. For more information on our privacy policies, see our privacy link on usps.com®.
