

Mail Service Agreement
CoWork Conlan

August 2020

This Mail Service Agreement is made and entered into between CoWork Conlan – Palm Bay Executive Suites, also operated under the name of Blue Sea Realty Partners, LLC., hereinafter referred to as “CoWork Conlan” and the Customer under the terms and conditions set forth in this agreement.

This Agreement stipulates the conditions of use of the services provided by CoWork Conlan. From time to time this Agreement may be changed at our sole discretion.

Definitions

Customer: The Term “Customer” means you and all names listed as “Authorized to Receive Mail” at your account. If you are representing an organization, you warrant that you have authority to enter into this agreement on behalf of said organization.

Mail: As it related to the US Postal Service and the Postal Form 1583 the term “Mail” means letters, flats and packages, including parcels delivered by the US Postal Service. For the purposes of this Agreement the term Mail also refers to envelopes, packages and or boxes delivered by other couriers such as, but not limited to FedEx, UPS and DHL etc.

Restricted Delivery: Mail sent via the USPS that can only be delivered if signed for by the addressee. As a licensed Commercial Mail Receiving Agent you may authorize CoWork Conlan to sign as your Agent by placing your signature on the appropriate block of the PS Form 1583

Postage Due: CoWork Conlan will not accept “Postage due” or COD Mail for you unless you have authorized CoWork Conlan to debit your account accordingly.

Postal Form 1583: The US Postal Service has specific rules regarding the handling of mail by a Commercial Mail Receiving Agent (CMRA). CoWork Conlan is a licensed CMRA. To authorized CoWork Conlan to act as your Agent and handle your mail you must complete USPS Form 1583. All instructions must be followed and the completed form, to include a Notary Stamp and two forms of ID, must be on file with the Postmaster in Palm Bay Florida 32905 prior to receiving mail on your behalf. You agree to update your PS 1583 if any information has changed and you will forward the updated version to the CoWork Conlan office.

If you share an account with others, a US Postal Service Form 1583 must be on file with the US Postal Service for each person. (Spouses and dependents may use the same form). All such persons are considered to be “Authorized to Receive Mail” at your account. All persons authorized to receive mail are also authorized to request the actions as they relate to your

account. If any authorized user in your account submits a request to authorize CoWork Conlan to carry out such a request.

Services Provided

1. Mail Receiving:

Mail will be received and placed in a dedicated bin within the office located at:

1501 Robert J. Conlan Blvd., NE Suite 120
Palm Bay, Florida 32905
(321) 802-1234

Mail can be picked-up, in person, Monday through Friday, excluding Holidays, between the hours of 9:00 a.m. to 4:00 p.m.

2. Payments for Services Rendered:

CoWork Conlan will receive mail for the Customer for a fee of Ten Dollars (\$10.00) per month.

Upon opening your account, CoWork Conlan will collect \$120 and deposit this amount into your CoWork Conlan account as a credit balance.

All Monthly Service Fees, Shipping and Handling Fees, Storage, Scanning and other fees for service rendered will be debited to your account. When your balance drops below \$10.00 a deposit will be required in an amount necessary to bring your account balance to a minimum of \$120. All deposits must be made in even dollar increments. You authorized CoWork Conlan to make charges to your credit or debit card whenever your account balance drops below the \$10.00 threshold.

3. Sorting & Shipping Accuracy:

You acknowledge that when sorting and shipping mail, we strive to 100% accuracy, however, we do not guarantee 100% accuracy. If a sorting or shipping error occurs with mail be placed into the wrong customers mail bin or sent to the wrong place, you agree that CoWork Conlan is not liable for any damages that may occur due to the sorting error.

4. Mail with incomplete address:

If you receive mail with an incomplete address or improper format per the USPS guidelines, we will make every attempt to determine the correct addressee and place such mail the appropriate

customer's mail bin. You agree to contact anyone sending you mail with incomplete or improperly formatted address and have them make the correction. In the event that you receive an excessive amount of mail that is addressed improperly or without a PMB # included in the address, we will notify you of the problem. If after the first notification mail continues to be received with incomplete addresses, there will be an additional monthly service fee charged to your account until the address problem is rectified. The amount will be determined based upon the amount of time involved to correctly identify the addressee of each piece of mail, however, the minimum amount will not be less than \$5.00 per month.

In the event that mail is received with partial or an incomplete address and we are unable to determine the correct addressee, we will return such mail to the sender. In the event that for whatever reason we are unable to return the mail to the sender, we will open such mail to help us determine the correct addressee. In such cases where the addressee cannot be determined and the mail cannot be returned to sender, we will destroy the mail. You agree to waive any rights and will not make any claims for CoWork Conlan taking such action.

5. Limitation of Liability:

CoWork Conlan undertakes to perform services only upon the condition that CoWork Conlan is not liable, directly or indirectly, in contract, warranty, tort or otherwise, to you and to any other person unless such injury or damage is caused by CoWork Conlan's gross negligence or CoWork Conlan's breach of contract (including warranty). Notwithstanding the foregoing, in no event shall CoWork Conlan aggregate liability to all parties, including interests for damages sustained, exceed the lesser of (1) the price paid to CoWork Conlan attributable to the services giving rise to such liability not to exceeding twelve months of service fees or (2) \$200. This limitation of liability is further limited by CoWork Conlan disclaimers set forth in this agreement.

Internally Damaged, Lost or Misrouted Mail. In the event that a piece of mail is received by CoWork Conlan and contains a check, cash, merchandise or anything of value and is for whatever reason damaged, misrouted or lost, you agree to hold CoWork Conlan harmless for the damage, loss or misrouting, except as otherwise agreed in the first paragraph of this section.

Externally Damaged - When you request mail to be shipped to an address of your choice and CoWork Conlan processes your results and turns the shipment over to the designated delivery agent, such as but not limited to the USPS, FedEx, UPS, or DHL you agree that CoWork Conlan is no longer responsible for the contents or for the delivery of the shipment. You agree to hold CoWork Conlan harmless for any damage, loss or delays incurred.

6. Privacy:

If you receive a shipment of mail that contains a piece of mail addressed to someone other than those authorized to receive mail at your account, you agree to (1) not open, read or copy the mail, and (2) to contact the CoWork Conlan immediately at which time we will determine disposition of such mail.

7. Pricing:

All fees are subject to change by us, and we will notify you if we make any changes by placing a notice in your mail bin and by updating our website. You agree to pay all sign up fees, monthly service fees, mail forwarding, handling, storage, scanning and other charges incurred for the Service Plan chose by you or persons authorized to receive mail at your account.

8. Payment for Services Rendered:

Upon opening your account, CoWork Conlan will collect \$120 and deposit this amount into your CoWork Conlan account as a credit balance. All Sign Up Fees, Monthly Service Fees, Shipping and Handling Fees, Storage, Scanning and other fees for service rendered will be debited to your account. When your balance drops below \$10.00 a deposit will be required in an amount necessary to bring your account balance to a minimum of \$120. All deposits must be made in even dollar increments. You authorized CoWork Conlan to make charges to your credit or debit card whenever your account balance drops below the \$10.00 threshold.

9. Hold Status

If your account balance falls below the \$0.00 level and we are unable to charge your credit or debit card on file, your account will be placed on a Hold status until such time that we receive funds to replenish your account balance. While on Hold Status we will continue to receive mail on your behalf and your monthly service fees will continue to accrue. However, requests to process your mail will be denied until your account is brought current. If, after a period of six (6) months, your account remains in a negative balance, we reserve the right to close your account and return all mail to sender.

10. Term and Termination of this Agreement

The term of this Agreement shall be month-to-month, with no proration of partial months. You agree that we may cancel this account at any time, and we will attempt to notify you of such action utilizing your contact information on file. Upon the effective date of your account termination, any mail remaining in your mail bin will be forwarded to an address designated by you. In addition, a refund will be issued to the credit or debit card on file in the amount of your remaining account balance.

If you terminate your account before your first monthly service fee is debited and you have not received any incoming mail, a full refund will be made, less \$15.00.

You understand that the US Postal Service has specific rules and regularions regarding the forwarding of mail upon termination. You agree to abide by these rules at stated on the Postal Form 1583 signed by you at the time you opened your account. In addition, an Account

Termination Agreement must be completed, signed, dated and returned to our offices by US Mail, Fax, or Email.

11. Fraudulent Activities

If we suspect that your use of this account is fraudulent in any way, we reserve the right to place your account on hold for further investigation or if deemed appropriate we may terminate immediately. Upon suspecting fraudulent activity, we reserve the right to contact the US Postal Inspector, or other law enforcement agencies and provide whatever information we have regarding your account or activity.

12. Disclaimer of Warranties

You agree that the services of CoWork Conlan are provided on an "as-is" basis without any warranties, whether expressed or implied). All implied warranties, including warranties of merchantability and fitness for purpose are specifically excluded. You also agree that CoWork Conlan is not liable to you, whether in contract, warranty, tort (including negligence) or otherwise for any special, incidental, punitive, consequential or exemplary damages of nature or kind including but not limited to lost profits or revenue and loss of use.

13. Governing Law: Jurisdiction

The Agreement will be governed by and construed in accordance with the laws of the State of Florida which are intended to supersede any choice of laws or rules which might otherwise be applicable. You consent to the venue and jurisdiction of the courts of Brevard County, Florida with respect to any actions that may arise out of or relate to this Agreement or the services provided hereunder.

14. Non-Waiver

If any party to this Agreement fails to enforce any provisions of this Agreement, or fails to exercise any right at any time, such failure shall not operate as a waiver thereof.

If any party to this Agreement fails to enforce any provisions of this Agreement, or fails to exercise any right at any time, such failure shall not operate as a waiver thereof.

CoWork Conlan

Customer

By: Suzanne Mathieu

Effective Date:
