

**MAILBOX RENTAL AGREEMENT**

**between:**

(hereinafter referred to as \_\_\_\_\_ )

, (hereinafter referred to as "lessor")

**and**

Mr./Mrs. \_\_\_\_\_ born in \_\_\_\_\_ on \_\_\_\_\_ (or for companies)  
 Company name \_\_\_\_\_ Headquarters: \_\_\_\_\_ Tax Id no. \_\_\_\_\_

(hereinafter referred to as "lessee").

**1 SUBJECT OF THE CONTRACT**

The lessor will provide a mailbox at the disposal of the lessee upon payment of a rental fee and will offer the lessee the additional services listed in paragraph 6 below. The lessee can access his mailbox any time.

**2 MAILBOX ADDRESS**

The lessee states the address of the lessor as his postal address (street/ zip code/ city). The lessee can choose from the following alternative designation possibilities, of which he is to choose only one:

Surname, Forename/Company name of the lessee:

Street \_\_\_\_\_ Zip code /City \_\_\_\_\_ Mailbox no. \_\_\_\_\_

Pseudonym of the lessee:

Street \_\_\_\_\_ Zip code /City \_\_\_\_\_ Mailbox no. \_\_\_\_\_

Surname, Forename/Company name of the lessee:

c/o MBE, Street \_\_\_\_\_ Zip code /City \_\_\_\_\_ Mailbox no. \_\_\_\_\_

Pseudonym of the lessee:

c/o MBE, Street \_\_\_\_\_ Zip code /City \_\_\_\_\_ Mailbox no. \_\_\_\_\_

**3 MAILBOXES**

3.1 The lessor will provide a mailbox at the disposal of the lessee upon payment of a fee for the period of the contract (private, business, premium), as marked at the bottom of the present contract, in order to receive exclusively "postal items". The lessee chooses the mailbox he wishes to rent according to the quantity of postal items he expects to receive.

3.2 Upon request of the lessor, the lessee is to rent a bigger mailbox in the event that the rented mailbox does not suffice for the quantity of received postal items. If the lessee refuses to rent a bigger mailbox, the lessor shall be entitled to cancel the contract within a term of 4 weeks. Paragraph 12.1 sentence 2 applies accordingly.

**4 PASSWORD**

The lessee shall be given a password from the lessor. That password will be communicated to the lessee upon conclusion of the contract. It will only be known to the lessee, the lessor and his employees. The aforementioned password will not be disclosed to any third parties. It allows the lessee to inquire over the telephone whether and which postal items have been sent to his mailbox. The password may only be cited personally or over the telephone to the lessor or his employees.

**5 AUTHORIZATION**

5.1 In the event that the receipt of letters, parcels, or packages must be undertaken by the lessor as the alternate recipient of the lessee, pursuant to § 2 Art. 4 of the Postal Universal Service Ordinance (PUSO), the lessee is to grant the lessor the respective authorization. The lessor is entitled to grant sub-authorizations to his employees. Authorization and sub-authorization allows receipt of the following "postal items":

- |   |                      |
|---|----------------------|
| • Letters of all sorts                    | • Parcels            |
| • Media products                          | • Packages           |
| • Registered letters                      | • Commissions        |
| • Registered letters with return receipts | • Express-deliveries |
| • Mailbox-delivered registered letters    |                      |

Expressly excluded from this authorization is the receipt of any postal delivery orders or any other postal delivery notices that require the presence of a home service address.

5.2 Consequent to a respective authorization over the telephone under mention of the password from the part of the lessee, the lessor shall be entitled to the following:

- to open postal items stated in paragraph 5.1

- to read the aforesaid postal letters or the description of their content out to the lessee
- to send a letter per fax to a connection predetermined by the lessee

In the event that the lessor undertakes an action in this regard (i.e. opening postal items, reading out their content or sending any of them to a given fax connection), which the lessee had predetermined and which may infringe the latter's letter and postal secrecy, the lessee waives his rights corresponding to the respective concrete case. Furthermore, the lessor shall treat the information he acquires confidentially and shall not divulge any such information to third parties. This also applies after termination of the present contract.

## **6 USAGE OF THE MAILBOX**

- 6.1 The postal items addressed to the lessee, pursuant to paragraph 2 hereinabove, shall be put in the latter's mailbox, insofar as possible, by the companies' employees serving the mail. The lessee may access his mailbox 24 hours a day.
- 6.2 The lessee shall receive two keys from the lessor. One of them is to open the entrance door in order to access the mailbox hall when the MBE Center is closed (this key may be a swipe card). The second key serves to open his mailbox. The key and/or swipe card remain the property of the lessor and are to be rendered to the latter by the end of the present contract. It is not permitted to make any duplicates of the keys and/or swipe cards or to cede them to third parties. In the event that the key and/or swipe card is lost, damaged or not returned, the lessee is to pay the lessor an amount of 20.- € per key/card and compensate any further damages resulting thereof.
- 6.3 Possession of the key/ swipe card entitles the lessee to enter the mailbox hall, to open the mailbox and retrieve its content.
- 6.4 Third parties may collect postal items on behalf of the lessee during the opening hours of the MBE center, provided they have been previously indicated to the lessor in writing and they can produce a written authorization issued under their name to the lessor upon collection of the said items. Upon the lessor's request, the person collecting the items is to identify herself with a valid identity card or passport.
- 6.5 The lessor should not incur any expenses through the service of postal items by postage delivery companies to the lessee's mailbox, so that for instance COD deliveries are only then put into the mailbox when this has been agreed upon and the amount to be collected has previously been paid to the lessor. Furthermore, the lessor –as alternate recipient – can refuse receipt of postal items on behalf of the lessee or their deposit by postage delivery companies, if they are not adequately stamped, causing the lessor postage expenses or other expenditures.
- 6.6 In the event that the lessor receives a postal item on behalf of the lessee which, due to its size cannot be placed into the lessee's mailbox by the postage delivery companies' employees, the item shall be separately safeguarded by the lessor. The lessor shall only insofar be liable as safekeeper. Paragraph 6.5 shall apply accordingly. The lessor will leave the lessee a notice of this concern in his mailbox. The lessee can collect the item in question during the opening hours of the MBE Center from the lessor upon presenting the notice. Paragraph 6.4 applies.
- 6.7 The lessor is entitled to return postal items or deliveries, pursuant to paragraph 6.6 hereinabove, in his own name to the sender on the account and risk of the lessee and to terminate the contract if the lessee does not empty the mailbox regularly or does not seek remedial action within a reasonable statutory term in spite of being warned in writing.
- 6.8 The lessor is not liable to send postal items of the lessee to another place. Insofar as the lessee wishes so, the lessor will send the delivered items in his own name, on the account and risk of the lessee to the address determined by the lessee through commissioned sub-contractors. Any incurred expenses are to be paid for by the lessee to the lessor in advance.
- 6.9 If the lessor is authorized, pursuant to paragraph 5.2, he shall be entitled to open postal items and inform the lessee of their content over the telephone (i.e. by reading the letter or content of the item out loud over the telephone). Letters addressed to the lessee can be sent per fax on his own cost by the lessor, either to the lessee himself or to a person he has designated. The corresponding price lists are available at the business offices of the lessor.
- In addition to stating the password by the lessee, the lessor or his employees shall write the following information in the adequate area of the postal item:

- Opened by:
- Date / Time:
- Sent to / Fax-no. / Fax report:

The postal item/letter shall be deposited into the mailbox bearing the aforesaid information. In the event that the letter is to be re-sent, the lessee shall be left a copy of the letter enclosed with the aforesaid information in his mailbox.

If the lessee so wishes, the lessor or his employees may call him in order to confirm the order. The lessee bears the corresponding costs.

- 6.10 The lessee is entitled to give the fax-number of the lessor in order to receive faxes over his connection. The price lists for this fax receipt service are available at the business offices of the lessor.
- 6.11 The lessee is entitled, pursuant to paragraph 2 of the present contract, to use a pseudonym when sending mail. In this regard, the lessee shall keep the lessor free of any possible claims under civil and criminal law, which may arise from the use of the pseudonym.

## **7 LIABILITIES OF THE LESSEE**

- 7.1 The lessee shall not post or use any other address than the address stated in paragraph 2 hereinabove.
- 7.2 The lessee shall not put any postage items or have any such items be delivered to his lessor's address, if their value exceeds 16.00 €. The lessee is strictly forbidden from receiving goods or products in his mailbox or ordering the delivery of such items to his postal address stated in paragraph 2 that could harm or endanger humans or animals, the MBE Center, the postal receipts of other mailbox lessees, or which the lessee is legally not permitted to receive. He shall inform third parties about such matters.
- 7.3 Upon the end of the leasing agreement, the lessee is to inform third parties of this and request them to cease mailing at the address stated in paragraph 2 hereinabove. The lessee authorizes the lessor to issue a redirection order to his place of residence or office.

## **8 LIABILITIES OF THE LESSOR**

- 8.1 The lessor shall keep the mailbox in a functional condition for the lessee.
- 8.2 The data concerning the lessee, gathered in order to set the present contract, shall be treated confidentially. The lessor shall not divulge any information concerning the lessee to third parties, unless he is obliged to do so on the basis of a statutory regulation or official order.

## **9 LIABILITY**

- 9.1 The lessee shall keep the lessor free of all sender claims, which – based on the authorization he has been given according to paragraph 5.1 hereinabove – cause handing over postage items to the person that proves to be in possession of the mailbox key.

- 9.2 The lessee shall keep the lessor free of all claims of third parties arising from the content of the sent or received postal items. The lessor is not responsible for the content of the postal items sent. If the lessee uses the mailbox for illicit purposes and the lessor acquires knowledge of this, the latter shall be entitled to complain to the relevant police authorities.
- 9.3 The lessor is liable for material and financial damages caused by slight negligence only in the event that fundamental contractual obligations have been violated (cardinal obligations), which is limited to typical contractual damages foreseeable upon contract conclusion.
- 9.4 The liability limitation here above (in paragraph 9.3) shall apply, depending on its reason and value, also in favor of the legal representatives, employees, and any other subcontractors authorized by the lessor.

**10 CONTRACT DURATION**

10.1 The contractual relationship shall last for 

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 months, starting upon contract conclusion, and ending on the \_\_\_\_\_ without the need for a notice of termination.

10.2 Postal deliveries shall be safeguarded by the lessor in favor of the lessee for a period of 30 days after termination of the contractual relationship. During the aforementioned period, the lessee is either to collect the items he was sent or they will – at the lessee’s choice and on his account and risk– be returned to the sender, or redirected to the lessee at his current address. If the lessee does not decide within 30 days what must be done with the remainder of the postal deliveries, the lessor shall be entitled to dispose of the corresponding items, provided that the lessor has demanded the lessee at least 8 days before expiry of the aforementioned period, either in written form or per fax, to collect the items and forewarned to dispose of the postal items. In other regards, paragraph 7.3 sentence 2 applies.

**11 LEASE**

- 11.1 The payable mailbox rent shall be calculated on the basis of the contract duration, pursuant to paragraph 10, of the mailbox size and is due for payment immediately after conclusion of the contract.
- 11.2 The rent shall amount to € \_\_\_\_\_ (*incl. VAT*).

**12 TERMINATION**

- 12.1 The lessee is entitled to terminate the contractual relationship of 12 months in writing to the lessor with a notice of termination of three months. In this case, 80% of the advance paid rent for the remainder of the contract duration shall be reimbursed to the lessee.
- 12.2 A termination of the contractual relationship with a term of less than 12 months is excluded.

**13 TERMINATION FOR GOOD CAUSE**

- 13.1 Each party is entitled to terminate the contract due to a good cause without prior notice.
- 13.2 The lessor is entitled to terminate the contractual relationship due to a good cause, especially if:
- the lessee uses the mailbox for illicit purposes;
  - the lessee gives a mailbox address that is different from the address stated in paragraph 2 hereinabove;
  - the lessee divulges the password to third parties;
  - the lessee receives postal items exceeding the containment capacity of the mailbox and does not empty it regularly; and if he was requested to empty it within a given period of time or offered to lease a bigger mailbox;
  - the lessee receives an unreasonable number of phone calls or faxes over the telephone or fax number of the lessor and was requested by the lessor to reduce them before a given deadline to a reasonable number;
  - the lessee gives third parties the keys or swipe card or makes duplicates of them; or,
  - the lessee grossly violates the contract.
- 13.3 In the event that the contractual relationship has been terminated by the lessor without notice, the lessee shall receive a corresponding written notification at his stated place of residence or office address.
- 13.4 If the lessor terminates the contractual relationship without notice, he shall safeguard any postal deliveries to the lessee which were effectuated 30 days before contract termination and for another 30 days after declaration of immediate contract termination. If the lessee does not collect the postal deliveries within the period of 30 days, the lessor shall be entitled to dispose of the existent items, provided that the lessor has informed the lessee in written form –within at least 8 days before expiry of the 30-day-term – to collect the said items and forewarned to destroy/dispose of them otherwise. In other cases, paragraph 7.3, sentence 2 shall apply.

**14. DECLARATION OF CONSENT UNDER DATA PROTECTION LAW**

14.1 **The client herewith declares his consent that the MBE Deutschland GmbH (“MBE Deutschland”) and the client respectively commissioned MBE Center for statistical evaluation and mailing business that offers and promotes products and services of the MBE Deutschland, the MBE Centers, and other affiliates of the MBE group per post, e-mail, or text message, processes and uses the personal data stated in his mailbox lease contract.**

The lessee:

14.2 **The client is entitled to revoke the consent given hereinabove at any time and at no charge to MBE Deutschland or the commissioned MBE Center to put in effect for the future.**

14.3 In addition, we herewith refer to paragraph 16 of the General Terms and Conditions of the MBE Center in Germany

**15 OTHER PROVISIONS**

- 15.1 Assigning any rights arising from the present contract or transferring it in whole from the part of the lessee requires prior written consent of the lessor.
- 15.2 The lessee is to inform the lessor immediately in writing of any modifications liable to affect the service provision (e.g. change of address) and the contractual relationship (e.g. change of name).
- 15.3 Modifications and additions or termination of this contract are required in written form in order to be valid.
- 15.4 There are no additional agreements to those stipulated in the present contract. Regardless of the latter, the General Terms and Conditions of the MBE Center in Germany (hereinafter referred to as “MBE GTC”) shall apply in their version valid at the point of the contract conclusion. The provisions of this contract shall prevail in the event of their contradiction with the MBE GTC. By signing this contract, the lessee confirms he has been referred to the MBE GTC and seen them.
- 15.5 In the event that one or more provisions of this contract is or becomes invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall then be substituted by another that, as much as legally possible, fills

the gap as approximately as possible to the purpose pursued, in a way that the contracting parties initially intended by the invalid or unenforceable provision. The same applies for filling the contractual gaps.

15.6 All contractual relations shall be governed by the German law.

15.7 The exclusive place of jurisdiction for legal disputes between entrepreneurs, legal entities under public law, or public law special funds arising from contracts is at the place of business of the lessor.

Date:

Date:

The lessor:

The lessee:

**Surname and forename of the lessee / officially registered residence:**

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Street \_\_\_\_\_ Zip code/City \_\_\_\_\_

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Phone no. \_\_\_\_/\_\_\_\_/\_\_\_\_ Phone no. (2) \_\_\_\_/\_\_\_\_/\_\_\_\_ Fax. \_\_\_\_/\_\_\_\_/\_\_\_\_

**For companies:**

Company: \_\_\_\_\_ HRB<sup>1</sup> \_\_\_\_\_

Street \_\_\_\_\_ Zip \_\_\_\_\_

code/City \_\_\_\_\_

Phone no. \_\_\_\_/\_\_\_\_/\_\_\_\_ Phone no. (2) \_\_\_\_/\_\_\_\_/\_\_\_\_ Fax. \_\_\_\_/\_\_\_\_/\_\_\_\_

**MAILBOX SIZE**

PRIVATE       BUSINESS       PREMIUM

**CONTRACT DURATION**

3 Months       6 Months       12 Months       24 Months

The lessee is interested in regularly receiving information about the activities of the MBE or other companies of the lessor. In this case, the lessor is permitted to leave the lessee informative material in the mailbox he leases. This service can be terminated by a simple written notification.

**By signing this contract, the following was presented in original and a copy was made**

- Identity card

Date:

The lessee:

Id. number:

Password of the lessee, which only he, the lessor and his employees know, is:

Password:

<sup>1</sup> HRB: Commercial Registry Number