



You've Got Mail @2910

2910 O'Donnell Street | Baltimore, MD 21224
Inside 2910 on the Square in the Heart of Canton

PHONE: 410.675.8505

EMAIL: mailat2910@gmail.com

WEBSITE: www.2910onthesquare.com/
shop/youve-got-mail-at-2910.php

Application & Service Agreement – You've Got Mail at 2910, LLC ("2910" or "Company")

Company Name: _____

Client Name(s): _____

Address: _____

City: _____ State: _____ Zip: _____

Primary Phone: _____ Secondary Phone: _____

Email: _____

2nd Person Pick Up Name _____ E-Mail _____

How Did You Hear of Us? _____ Word of Mouth _____ Facebook _____ NextDoor _____ Other: _____

The information provided above will be used for internal purposes only and will not be sold.

SELECT ONE:

_____ **Package Receipt - Pay Per Package** (see rate sheet, prices subject to change)

_____ **Package Receipt - Monthly Membership \$45 per month** - Initial Payment of \$90 (first & last month)

_____ **Package Receipt and Mailbox - Monthly Membership \$50 per month**

Initial Payment of \$100 (first & last month). Applies to First Class mail and packages.

Note: To change your residential mailing address to You've Got Mail @2910, LLC client must communicate change of address to each vendor/contact individually. A USPS "Change of Address" does not work. **Address to Your Name, c/o You've Got Mail @2910, 2910 O'Donnell Street, Baltimore, MD 21224.**

MAXIMUM OF 1 COMPANY AND 2 INDIVIDUAL NAMES ON ANY MAILBOX.

As a **Package Receipt Client** ("Client"), you agree and acknowledge to:

- Provide a valid government-issued photo ID for each name on this account.
- Ship packages only.
- Pay for each package or mail received according to our current pricing schedule (subject to change), unless on a monthly membership.
- Pay an additional fee of \$3.00 per day for each package or mail left over five (5) business days without prior written or email approval by You've Got Mail at 2910, LLC.
- Ship packages weighing less than 100 lbs. and 6'wx6'hx2'd in dimension; Client understands that 2910 is not equipped with a loading dock and therefore CANNOT accept Freight shipments of any kind.
- Ship only to the names listed on this account.
- Notify 2910 if any of the information on this form changes.
- Have your credit card on file charged at the beginning of each month.

PLEASE READ TERMS AND CONDITIONS ATTACHED HERETO AS EXHIBIT A WHICH IS INCORPORATED HEREIN BY REFERENCE AND MADE A SUBSTATIVE PART HERETO

By signing below, you acknowledge and agree to the above information and that you have received a copy of You've Got Mail @2910, LLC Terms of Engagement and that those terms are agreeable to you.

CLIENT SIGNATURE(1): _____ DATE: _____

CLIENT SIGNATURE(2): _____ DATE: _____

COMPANY SIGNATURE: _____ DATE: _____

BY: _____ ITS: _____



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EXHIBIT A - You've Got Mail At 2910, LLC ("2910" or the "Company") Terms of Engagement

You've Got Mail At 2910, LLC is engaged to perform package/mail receiving and/or shipping services. The following terms and conditions will apply. Unless modified in writing by mutual agreement, they form an integral part of our agreement to provide you, the Client, with package/mail receiving and/or shipping services as set forth herein. Packages/Mail will be received at 2910 O'Donnell St, Baltimore, MD 21224 (the "Premises"). Upon receipt, Company will make three (3) attempts to notify Client of receipt. Company is obligated to accept mail/packages and/or notify Client if Client has an active and paid to date account.

Our Fees:

Package Receipt Membership Fees are published on our website and in print at our office. These fees are subject to change. You've Got Mail At 2910, LLC reserves the right to refuse acceptance of, complete, or deliver any package until the appropriate fees agreed upon are paid. A credit card is required to be held on file. In the event a credit charge is declined, the Client's account will be deemed inactive and Company shall have no obligation to Client. Client irrevocably and unconditionally authorizes Company to charge the credit card identified on the Credit Card Authorization Form attached to this contract for all payments due hereunder. There will be a fifty-dollar (\$50.00) service charge for credit card disputed charges. Client shall be liable for interest of 1.5% per month (annual rate of 18%) for any payments not made by Client to Company when and as due. Client agrees to be responsible for all costs incurred by Owner in collecting all amounts due hereunder, including, without limitation, reasonable attorneys' fees and court costs.

Pay-Per-Package Rates (Rates as of 3.5.2020. Subject to change.) Up to 9.9 lbs \$3, 10 lbs to 24.9 lbs \$5, 25 lbs to 49.9 lbs \$8, 50 lbs to 74.9 lbs \$10, 75 lbs to 100 lbs \$15

Waiver and Release:

The Client shall indemnify, defend, and hold You've Got Mail At 2910, LLC its officers, directors, and employees, harmless from and against any claim, suit, damages, and expenses arising from or out of any claim by any party that its rights have been violated or infringed upon with respect to any materials provided by the Client or produced by You've Got Mail At 2910, LLC or packaged and shipped at the request of the Client. Client specifically releases and forever discharges You've Got Mail At 2910, LLC, Premises owner, Company members, assistants, officers, agents, and employees (together, the "Released Parties", and each, a "Released Party") from any and all liability or claims for damage, loss or breakage to or of a package or mail received by Company for Client, or received by Company to ship on behalf of Client, unless due to the willful or reckless misconduct of a Released Party. Client fully recognizes that packages and mail may get refused, damaged, stolen or lost for many reasons not due to the willful or reckless misconduct of a Released Party, and that losses may occur as a result, and Client will have no right to make a claim or file a lawsuit against any Released Party for such loss or damage, regardless of the value of such package or mail item or loss caused thereby. Company shall have no obligation to search for an addressee or name not registered or listed with Company, and in such event, the Client will not be notified of receipt.

Indemnification:

Client agrees to fully indemnify, release and defend each Released Party from any and all such claims for refused packages and damage, loss or breakage to or of a package or mail received by Company for Client, or received by Company to ship on behalf of Client, including the payment of reasonable attorneys' fees, unless directly and solely due to the willful or reckless misconduct of a Released Party.

Use of You've Got Mail At 2910, LLC Mailing Address:

The Client agrees and acknowledges that, in the event the Client tenders or receives packages containing dangerous or illegal goods for shipment, the Client is the shipper or recipient of all such packages and is responsible for those packages. The client acknowledges and agrees that the Client will be responsible for compliance with all applicable regulations and requirements governing the shipment of dangerous goods. The Client agrees to indemnify and hold You've Got Mail At 2910, LLC harmless for any and all damages, costs (including without limitation, reasonable attorney's fees and expenses) and penalties that may result from Client's failure to comply with these requirements.

The Client also agrees that You've Got Mail At 2910, LLC shall not be liable, in any event, for any sort of damages, whether direct, incidental, special or consequential, as a result of any decision of Company subject to its discretion hereunder, or as a result of the Client's use of the packaging or failure of the packaging. All warranties, whether expressed or implied, including but not limited to, warranties of merchantability and fitness of particular purpose, are disclaimed.

The Client agrees and acknowledges that use of You've Got Mail At 2910, LLC mailing address is available only with advanced payment. Should a Client's account fall past due, then mail and/or packages will be refused, returned to sender or disposed of, in Company's sole and absolute discretion. Mail or packages not collected by Client within thirty (30) days of Company providing Client with notice, may be returned to sender or disposed of, in Company's sole and absolute discretion. Company has the right, in its sole and absolute discretion, to refuse delivery of any item for any reason.

Choice of Law and Venue:

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Maryland and that the courts of Maryland shall have jurisdiction over disputes arising out of this Agreement and any Schedules and Exhibits attached hereto or incorporated herein.

Attorneys' Fees:

In any legal dispute, the substantially prevailing party shall be entitled to reimbursement of its reasonable attorney's fees and other legal expenses, including expert witness fees and court costs.

Termination:

You've Got Mail At 2910, LLC completes the services the Client has retained You've Got Mail At 2910, LLC to perform, You've Got Mail At 2910, LLC will consider the client relationship for that matter to have been terminated. If the Client later retains You've Got Mail At 2910, LLC to perform further or additional services, the relationship will be revived subject to these terms of engagement. Either party may terminate this agreement at any time prior to the first business day of each month (i.e., prior to the credit card on file being billed). Notice shall be deemed to have been sufficiently given either when served personally or when sent by email or first-class mail addressed to the parties at the addresses set forth in this Agreement. The Client's termination of our services will not affect the Client's responsibility for payment of legal services rendered and other charges incurred before termination.

Agreement:

By retaining the services of You've Got Mail At 2910, LLC the Client is hereby agreeing to all of the terms and conditions set forth herein.

In Conclusion:

We look forward to a long and mutually satisfying relationship with you. Again, if at anytime you have any questions or concerns, please feel free to bring it to our attention.