



## MAILBOX SERVICE AGREEMENT

THIS MAILBOX SERVICE AGREEMENT (this "Agreement") is entered into and effective as of the last date herein below stated (the "Effective Date") by and between TAYGRA, LLC ("Taygra") and \_\_\_\_\_ ("Client") under the terms set forth herein. The above-identified parties are at times referred to herein collectively as "Parties" and individually as a "Party".

1. **SERVICES PROVIDED.** Taygra agrees to provide the services listed herein in accordance with Client's selection of Service Plan below. *(Please select the following Service Plan option.)*

**Mailbox Only (\$50.00/month)**

**Address: 1776 Heritage Center Drive, Suite 204, Wake Forest, NC 27587**

**Key Deposit (\$50 one-time)**

2. **TERM.** The initial term of this Agreement shall begin on the Effective Date and shall continue for a period of not less than one (1) year ("Initial Term"). This Agreement shall thereafter automatically renew thereafter for successive one (1) month terms, unless terminated by either Party. Following the Initial Term, this Agreement may be terminated by either Party, with or without cause, upon the giving of not less than thirty (30) days written notice. Notwithstanding the foregoing, Taygra may terminate this Agreement at any time, with or without notice, should Client be in default of this Agreement. If/when this Agreement is terminated, Client shall be required to discontinue using the address provided by Taygra as of the termination date. This shall include, but is not limited to, removing the address of the Premises from all websites that have Client listed at the Premises.

3. **SERVICE FEES:** The fixed cost of the selected Service Plan will be made payable monthly, in advance. Client will be required to provide a refundable key deposit equal to \$50.00 prior to the activation of Services. If Client commits any default of this Agreement, Taygra may apply the deposit toward any damages as a result of such default, or against any other sums payable to Taygra under this Agreement. The application of the retainer by Taygra in the event of default shall not be deemed to cure such default or prevent Taygra from exercising all of its other remedies for such default. The deposit shall not be used for the last month's Service Fees without the prior explicit consent of Taygra. Client's deposit will be returned within sixty (60) days of termination of this Agreement if all terms of this Agreement have been met and all Service Fees have been paid.

Service Fees are due on the 1<sup>st</sup> of each month. If full payment is not received by the 5<sup>th</sup> of the month, a late charge of TWENTY-FIVE DOLLARS (\$25.00) will be assessed to your account. If full payment has not been received by the 10<sup>th</sup> of the month, Taygra may terminate Services without further notice. If Taygra and Client agree to the re-instatement of Services after termination, Client will be required to provide a certified check equal to all amounts due, including a SEVENTY-FIVE DOLLAR (\$75.00) reinstatement fee. If Client submits a check for payment to Taygra that is not paid on presentment, Client agrees to pay an insufficient funds fee of TWENTY-FIVE DOLLARS (\$35.00).

4. **CONDUCT.** Client shall not conduct, or cause to be conducted, any illegal activities or engage in any illegal activities in connection with this Agreement. Client shall not engage in any activity that may result in or create a fire hazard, theft hazard, safety hazard, create excessive noise, or cause an increase in Taygra's insurance expense. Client will comply with all rules, regulations and requirements of the Premises and with other reasonable rules and regulations established by Taygra. Client shall not allow smoking in, around or near the Facilities. No animals other than service animals shall be allowed in, around or near the Facilities. No alcohol shall be allowed in, around or near the Facilities. No firearms shall be allowed in, around or near the Facilities. Client will not commit any activity, or series of activities, that interferes with another's work performance or creates an intimidating, offensive or hostile work environment for any clients, tenants and/or employees of Taygra.

5. **CONFERENCE ROOM RESERVATIONS.** Client may reserve time in the conference rooms under separate agreement.



6. **DAMAGE.** Client shall remit to Taygra the total cost of any and all repairs, plus fifteen percent (15%) to cover Taygra administration costs, for any damage caused by Client, its clients, guests, visitors and other associated individuals, to the Premises, or surrounding building.

7. **INDEMNIFICATION.** Client assumes the risk of all damage, loss, cost, or expense that may arise in the performance of this Agreement. Client agrees to indemnify, defend and hold harmless Taygra, its agents, employees, and any other person for whom Taygra may be legally liable (hereinafter, the "Indemnified Parties") from and against any and all liability, damage, loss, cost, and expense which may accrue to or be sustained by the Indemnified Parties on account of any claim, suit, or action made or brought against the Indemnified Parties. Client further agrees to indemnify, defend and hold harmless the Indemnified Parties from and against any and all costs, expenses (including attorney's fees), interest, losses, obligations, liabilities, or damages paid which may accrue to or be incurred or sustained by the Indemnified Parties, and which arise out of or are in connection with or are for the purpose of avoiding any and all claims, demands, actions, causes of action, suits, appeals, and proceedings (hereinafter, "Claims"), all whether groundless or not, or the settlement thereof, based on actual or alleged injuries, damages, or liability of any kind whatsoever, made or brought against the Indemnified Parties, sustained in connection with this Agreement, arising from any cause whatsoever except for gross negligence and willful misconduct of the Indemnified Parties. Client further agrees to defend, indemnify, and hold harmless the Indemnified Parties from and against any and all Claims for death or injury to persons or destruction of property in connection with or relating to any Claims by third parties, in tort, to the extent such Claims are based on acts, defaults, or neglects of the Client and/or any of its officers, agents, employees, guests or affiliates. Client further agrees to indemnify and hold harmless Taygra and its employees from and against any and all liability, damage, loss, cost, or expense which may accrue to or be sustained by Client, Client's guests, or Client's subcontractors on account of any cancellation by Taygra of this Agreement.

8. **LIMITATION ON LIABILITY.** CLIENT AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF TAYGRA, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PERFORMANCE HEREUNDER SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00) REGARDLESS OF THE NATURE OF THE CLAIM. **(INITIAL: \_\_\_\_\_)**

9. **MAILBOX SERVICE.** In addition to the foregoing terms and conditions, Client agrees to the following:

A. Client will not use the Mailbox for any unlawful, illegitimate, or fraudulent purpose, or for any purpose prohibited by United States Postal Service ("USPS") regulations. Client further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state, and local laws. **Each individual or entity must complete a separate USPS Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox.**

B. In the event that Client receives an unreasonable volume of mail or packages at the Premises, according to Taygra's reasonable judgment, the Taygra may require Client to pay any additional charge. Taygra reserves the right to increase the Mailbox Service Fees in the event that Client adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Premises pursuant to Form 1583.

C. Upon expiration, cancellation, or termination of this Agreement, Client authorizes Taygra to accept and destroy any "Unsolicited Mail" (e.g., mail addressed to "occupant," "current resident," or similar designation; or coupons, advertising, or other promotional material) and any mail addressed to Client that is delivered to the Premises by the USPS for six (6) months; and may refuse any package addressed to Client delivered by any party other than the USPS, such as a commercial carrier service. However, at Client's election, Taygra shall:

i. Re-mail (i.e., forward) Client's mail (except for Unsolicited Mail) for six (6) months upon Client's payment in advance for postage, packaging material, and forwarding fees. Client must pay a monthly forwarding fee of \$15.00 per month in advance for the time period that mail is to be re-mailed. It is Client's responsibility to make arrangements with Taygra to identify any mail forwarding needs prior to the expiration, cancellation, or termination of this Agreement; or



ii. Store the mail or USPS packages (except for Unsolicited Mail) for up to six (6) months upon Customer's payment in advance of a storage fee of \$15.00 per month for the time period in which the Center holds the mail or packages, plus a service fee of \$0.00 for each time Client visits the Premises to pick-up such items. It is Client's responsibility to make arrangements with Taygra to identify any mail storage needs prior to the expiration, cancellation, or termination of this Agreement.

10. **CHOICE OF LAW/VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and any action or legal proceeding related to this Agreement shall be litigated exclusively in a state court in Wake County, North Carolina.

11. **TAYGRA RETAINS ALL RIGHTS IN THE PREMISES.** Nothing in this Agreement shall operate to confer on, or vest in Client any title, interest or estate in the Premises.

12. **REFORMATION AND SEVERABILITY.** In the event that any of the terms of this Agreement are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever, any other terms, or the remaining portion of any term, held to be partially invalid or unenforceable.

13. **CHOICE OF LAW AND VENUE.** This Agreement shall be construed in accordance with the laws of North Carolina without giving effect to the North Carolina conflict of law provisions. The Parties further agree that the location and jurisdiction for any dispute arising under this Agreement shall be proper only in any federal or state court located only in Wake County, North Carolina.

14. **HEADINGS.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

15. **MODIFICATIONS.** No waivers, alterations or modifications of this Agreement or any agreements in connection with it shall be valid unless in writing and duly executed by both Parties.

16. **ENTIRE AGREEMENT.** This Agreement constitutes and represents the entire agreement between the Parties relating to the subject matter hereof. The Parties shall not be bound by or liable for any statement, writing, representation, promise, inducement or understanding not set forth herein or in an Exhibit hereto

## Summary of Services

**Mailbox** (\$50.00/month) - Taygra agrees to provide use of mailing address for the following purposes: (1) delivery of all USPS mail and courier deliveries and (2) Client advertising and company identification, including placement of address on client websites and company stationery. Taygra will provide Client access to its Mailbox on weekdays (excluding holidays) during normal business hours, unless otherwise agreed upon.

IN WITNESS WHEREOF, the Parties, having read the foregoing Agreement and fully understanding it, voluntarily execute this Agreement effective as of the last date below written.

TAYGRA, LLC

CLIENT

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_