

## TEXAS HOME BASE CONTRACT

Note: A postage deposit of \$50 due with application is optional for mail scanning services. Any unused postage at the conclusion of my agreement is refundable (after the 6 months that my mail must be forwarded). The contract below supersedes any other oral or written agreements. This agreement may be changed at our sole discretion and you may view the agreement at [www.texashomebase.com/contract/](http://www.texashomebase.com/contract/) or request via email at [txhomebase@gmail.com](mailto:txhomebase@gmail.com). This agreement and the Texas Home Base application may not be edited in any manner by the applicant.

- 1.) I hereby release Texas Home Base from any liability for loss or destruction of mail unless the same was caused by the gross negligence of Texas Home Base or its employees or agents.
- 2.) This contract and the application is the entire agreement and may not be edited and supersede any written or oral agreement. Charges for services rendered by Texas Home Base shall be due and payable in Wichita Falls, Texas.
- 3.) I understand and agree that if my account with Texas Home Base becomes delinquent, Texas Home Base may discontinue forwarding my mail and return my mail to sender after reasonable notification to me by email.
- 4.) I agree to give Texas Home Base a current debit/credit card to remain on file with Texas Home Base. I understand that this card will be used to automatically renew my contract and /or fund my postage account with Texas Home Base and that the card is stored on an offline computer to protect my privacy and sensitive information. If I do not wish to renew my contract I will notify Texas Home Base in writing. Texas Home Base will never give out debit/credit card information. Texas Home Base will notify me of the date of contract expiration and postage account balance on each envelope/box containing my mail when sent to me.
- 5.) Texas Home Base reserves the right to terminate this contract. Reasonable notification shall be made by email of termination of contract. Texas Home Base shall return any money remaining in the postage account balance immediately upon termination of contract.
- 6.) I understand and agree that it is my responsibility to complete a "Change of Address" form with the USPS to my new PMB address. I shall take full responsibility to inform family, friends, and associates of my new mailing address provided by Texas Home Base.
- 7.) I agree that, according to the USPS regulations, I cannot file a "Change of Address" from a PMB address. I shall take full responsibility to inform family, friends, and associates of my new mailing address when this contract has ended.

*Commercial Mail Receiving Agents must accept and re-send mail to former customers for 6 months after termination of the agency relationship. However, I understand and agree that the mail will not be forwarded at the expense of Texas Home Base. I agree that I will provide postage money to continue to forward any mail during the 6 months. If postage is not provided, I understand that my mail will not be forwarded.*

8.) When this contract expires, I understand and agree that I shall provide a forwarding address to Texas Home Base. Any remaining money in my postage account, at the end of the six months period will be refunded to me.

9.) If, for any reason, I terminate this business contract before the annual/monthly ending date, I understand and agree that there will not be any money returned to me. I forfeit the remainder of the money paid for the annual/monthly service.

10.) I have made payment through texashomebase.com or called 1 (866) 766-2095 to give debit/credit card information for the service and postage account balance. I agree that my mail will ONLY be forwarded to me by carriers that supply a tracking number. USPS First Class can ONLY be used if I give permission.

11.) I understand and agree that when my postage account balance drops below \$10.00 Texas Home Base will use the current debit/credit card on file to renew the postage account back to \$50.00. Texas Home Base shall notify me before the postage account is renewed. It is my responsibility to keep a current debit/credit card and the current expiration date on the debit/credit card on file with Texas Home Base. Any unused postage will be refunded after the above mentioned 6 month period.

12.) Texas Home Base will not give out any information about my whereabouts or me unless I have agreed. If Texas Home Base receives a phone call from a person asking for me Texas Home Base will decline knowing me or my whereabouts. However, I understand that Texas Home Base is legally required to give information about me and my last forwarding address if there is a legal investigation that involves me. I understand that if I am participating in any illegal activities that might involve my PMB address, Texas Home Base will give information to authorities that could advance their investigation.

13.) Texas Home Base agrees to strive for complete accuracy when sorting and shipping all mail. However, if Texas Home Base makes a mistake during these processes I agree that Texas Home Base not be held liable for any damages that be incurred because of the error. After recognizing the error, Texas Home Base agrees to use every available source to correct it.

14.) I understand that Texas Home Base will open and inspect all packages sent internationally. If Texas Home Base finds that any contents are in violation of the destination country's import laws that the package will not be shipped to the international address and I can designate a US address for forwarding. If I do not give Texas Home Base a US forwarding address, I understand that the package will be destroyed. I agree that I will be solely responsible for all applicable duties and taxes assessed by the designation country. If the shipment is refused for whatever reason, I agree that I am solely responsible for all duties, taxes and return shipping charges. If the courier, such as but not limited to USPS, FedEx, UPS or DHL charges any duties and taxes directly to Texas Home Base, I agree to have such charges debited from my Postage Account.

15.) If mail is received for me with an incomplete address or improper format, Texas Home Base will use every resource available to determine the correct addressee and place such mail into the appropriate customer's box. I agree to contact any sender with the incomplete or improperly formatted address to make the correction. If I receive a large amount of mail that is addressed incorrectly or without a Texas Home Base box number included in the address, Texas Home Base will notify you of the issue. If we are unable to find the correct addressee connected to a partial or incomplete address, it will be returned to its original sender. If for whatever reason it is unable to be returned to its original sender, Texas Home Base will open such mail to determine the correct addressee. In any event in which Texas Home Base cannot determine the addressee and the mail cannot be returned to sender, the mail will be destroyed. I agree to waive any rights and will not make any claims against Texas Home Base for taking such action.

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

17.) If upon receipt a piece of mail is damaged, be it a check, cash, merchandise, or anything of value and is for whatever reason damaged, misrouted, or lost, I agree that Texas Home Base will not be held liable for the damage, loss or misrouting.

18.) When mail has been shipped per our client's request to an address of their choice via the designated delivery agent, such as but not limited to USPS, FedEx, UPS or DHL, I agree that Texas Home Base is no longer responsible for any contents or for the delivery of the shipment. I agree that Texas Home Base is harmless for any damage, loss or delays incurred.

19.) If my Postage Account balance falls below \$0.00 and I have made no attempt to renew this balance, Texas Home Base will put my mail on hold until payment has been made. While mail is on hold, Texas Home Base will continue to receive any mail on my behalf but my contract expiration date will not be put on hold. Mail shipment requests will be denied due to delinquency. After my contract ends, all mail will be returned to sender if my Postage Account has not been renewed.

## Regarding the Texas Home Base Mail Scanning Service –

- 1.) The THB Account portion of our website is proprietary software developed by Texas Home Base and its webmaster. This software is designed to allow clients to view their incoming mail online. Subscribers to the Digital Mailbox and emailed scanning services authorize Texas Home Base to open and scan the contents of our client's mail pieces. In the event that a piece of mail is inappropriate, we reserve the right to not scan the contents.
- 2.) Once a request has been made to "Shred" a mail document, I understand that it will be shredded accordingly. If at a later date I decide that the piece should not have been shredded, I will not hold Texas Home Base liable for any damages.
- 3.) I understand that Texas Home Base holds all physical mail with no instruction attached for 3 months after it has been scanned. In the event that I determine I did not want my mail shredded after the 3 month period but did not give instruction otherwise, I will not hold Texas Home Base liable for any damages.
- 4.) I hereby release Texas Home Base, owner(s), employee(s), and sub-contractors of Texas Home Base of any responsibility if a person or group of persons access my mail sent via email or uploaded to my THB online account or my personal information by any legal or illegal means.
- 5.) The Scanning Service Shredding policy is as follows: Mail and/or packages requested to be "held" can be held for up to 6 months for no charge. For mail and/or packages held longer than 6 months, there will be a minimum charge of \$1 with an additional charge of \$1 per pound billed the client's Postage Account. If there is no Postage Account set up, this amount will be charged to the card on file plus 10% to account for processing fees Texas Home Base may incur. Before being billed, Texas Home Base will send an itemized notification and request a good forwarding address for all held mail.