

MODE OF DELIVERY AGREEMENT

This agreement outlines the commitments made by the United States Postal Service, and by the business/property owner either on its own or by and through its agent, manager, or representative (collectively, "Property Agent"), for establishment or conversion of a delivery mode and for the installation, maintenance, and replacement of a Cluster Box Unit (the "Delivery Equipment") at the site and delivery points listed below for the property addresses covered by this Agreement (individually, a "Property" and collectively, the "Properties"). The Agreement is entered into voluntarily by the parties and is for a permanent change in the mode of delivery.

I. General Information

District	
Area	
Postal Service Representative	
Property Management Company	
Management Representative	
Primary Address of Location and Addresses Covered by this Agreement	
City, State, Zip Code	
Range of Possible Deliveries (Start-End)	
Number of Possible Deliveries Converted	
Route #	

II. Commercial Property (if residential, leave blank and proceed to Section III)

This project is: **NEW CONSTRUCTION** _____ **RENOVATION** _____

Estimated 1ST Occupancy Date: _____ 10% Occupancy: _____ Completion: _____

Delivery options will be explained by Postal Service representative

<u>Type of Project</u>	<u>Deliveries</u>	<u>Equipment-Type / #</u>	<u>Pad size</u>
Office Bldg. (___Floors)	_____	_____	_____
Shopping Mall	_____	_____	_____
Strip Mall	_____	_____	_____
Other	_____	_____	_____

ADDITIONAL COMMENTS:

- Postal Service shall:
 - Label all keys and the insides of the Delivery Equipment by suite numbers.
 - Provide an electronic directory for key distribution to tenants.
 - Provide a letter of introduction and instruction "How to Use the CBU and Parcel Lockers."

III. Residential Property (if commercial, leave blank and proceed to Section IV)

<u>Type of Project</u>	<u>Deliveries</u>	<u>Equipment-Type #</u>	<u>Pad size</u>
Apartment complex (walk)	_____	_____	_____
Apartment complex (other)	_____	_____	_____
Mobile Homes	_____	_____	_____
Townhouses	_____	_____	_____
Condos	_____	_____	_____
Single family homes	_____	_____	_____
Other	_____	_____	_____

ADDITIONAL COMMENTS:

- Customer signatures must be obtained prior to a conversion.
 - In single-family housing areas (including manufactured housing and mobile homes) where the residences and lots are owned, each owner must agree to the conversion in writing. Owners who do not agree must be allowed to retain their current mode of delivery.
 - If an owners' association or developer represents the community, it can direct the mode of delivery for the community.
 - In rental areas, such as apartment complexes and mobile home parks, the owner or manager can approve a conversion.
- When a residence is sold, the mode of delivery cannot be changed arbitrarily prior to the new resident moving in. The existing mode of delivery must be retained absent an agreement otherwise.

IV. Equipment Provided and Installation Requirements

EQUIPMENT (ENTER # OF PIECES)

TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V	TYPE VI	TOTAL

Comments:

DATE OF INSTALLATION: _____

Circle the Responsible Party

Property Agent	USPS	Shall pay for every cost associated with the purchase of the Delivery Equipment.
Property Agent	USPS	Shall pay for every cost associated with the issuance of keys to occupants.
Property Agent	USPS	Shall pay for every cost associated with the changing of locks to the Delivery Equipment.

Location and installation of all Delivery Equipment must be approved by Postal Service representative to confirm ready and reasonable access to the Delivery Equipment, as well as compliance with any applicable federal laws. See attached site map of complex, for pad(s) location and box configuration onto pad(s). This notice will serve as an Agreement/Letter of Consent between

the Postal Service and the Property Agent for the placement of Delivery Equipment at the agreed upon location(s) indicated on the plot map. Property Agent accepts the Delivery Equipment pursuant to the Bill of Sale in Section V below.

V. BILL OF SALE

1. In consideration for the agreement by Property Agent to modify the mode of delivery for the address(es) described in this Agreement, the USPS does hereby sell, convey, transfer and deliver to Property Agent the following personal property:

The Delivery Equipment and any fixtures to attach that Delivery Equipment to the property of the Property Agent (collectively, the "Personal Property"),

subject, however, to USPS's right to uninstall Delivery Equipment in the event that the installation and use of the Delivery Equipment on the property of the Property Agent violates any laws, rules, regulations or ordinances applicable to the USPS.

2. USPS warrants that USPS is the legal owner of the Personal Property and that the Personal Property is free of all liens and encumbrances.
3. Except as set forth in item 2 immediately above, the Personal Property is transferred in "as is" condition without representations or warranties of any kind, expressed or implied, of merchantability, fitness for a particular purpose, condition, design operation, capacity or otherwise.
4. The Personal Property shall be delivered to Property Agent on the Date of Installation agreed upon in this Agreement.
5. This Bill of Sale shall be governed by and construed in accordance with Federal law.
6. This Bill of Sale shall bind and inure to the benefit of Property Agent and the USPS and their respective successors and assigns.

VI. Installation and Maintenance

- a. Property Agent shall pay for every cost associated with the installation of the Delivery Equipment.
- b. Property Agent shall pay for every cost associated with the current and future maintenance and replacement of the Delivery Equipment, except in the limited circumstances regarding keys and locks if the Responsible Party is noted as the USPS in Section IV above.

VII. General Terms and Conditions

Binding on Successors and Assigns. Property Agent, on behalf of itself and each and every owner of the Properties, understands and agrees that this Agreement binds and shall inure to the benefit of Property Agent and to each and every owner of the Properties covered by this Agreement and their respective successors and assigns, agents, employees, servants, tenants, occupants. All parties hereto agree that the owner of each Property shall include this Agreement in any document transferring rights in the Property to any successor in ownership for that Property. This Agreement and any obligation for future maintenance and replacement of the Delivery Equipment contained herein shall survive any expiration, termination or modification of this Agreement. Property Agent represents that it is or acts on behalf of (a) the only person or entity with an interest in the Property (b) the only person or entity with authority to enter into this Agreement and bind owner(s) to the terms and conditions set forth herein and (c) that it has the legal capacity to execute this Agreement, including but not limited to, in the case of a Property Agent that is an individual, being of sound mind, being capable of understanding the language of this Agreement, and being of the age of majority.

Notice. Any notice hereunder shall be given in writing to the party for whom it is intended to the following addresses or such future addresses as may be designated in writing:

Property Agent: Notice will be sent to the address provided for registration above.

United States Postal Service: Notice should be provided to [provide USPS contact information]

No Waiver. If either the Property Agent or USPS shall overlook, excuse, condone or suffer any default, breach, non-observance, improper compliance or non-compliance by the other of any obligation hereunder, this shall not operate as a waiver of such obligation in respect of any continuing or subsequent default, breach, or non-observance, and no such waiver shall be implied but shall only be effective if expressed in writing.

Integration. This Agreement constitutes the full and complete agreement between the parties and supersedes any and all prior representations, promises, and/or understandings pertaining to the subject matter hereof. No modifications to this Agreement are binding unless made in writing and signed by the parties.

Severability. Should any provision or provisions of this Agreement be illegal or not enforceable, it or they shall be considered separate and severable from this Agreement and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

Interpretation, Construction, Choice of Law. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto. This Agreement shall be governed by the Federal laws of the United States.

Claims and Disputes. This Agreement, and any dispute arising hereunder, is subject to the Contract Disputes Act of 1978 (41 U.S.C. §§ 7101-7109).

Attachments. In the event that one or more Attachments are intended to be included with this Agreement, then any such Attachments appended hereto are made a part of this Agreement and are incorporated herein by this reference.

By signing below, the parties agree to be bound by the terms and conditions of this Agreement, its Bill of Sale, and any applicable attachments as determined below and attached hereto.

Attachments (circle if applicable):

USPS-MOD-A1

USPS-MOD-A2

USPS Signature and Date

Property Agent Signature and Date

District Manager Signature and Date

Area Vice President Signature and Date

KEVIN L. MCADAMS
VICE PRESIDENT, DELIVERY & RETAIL OPERATIONS



April 29, 2019

MANAGERS, OPERATIONS SUPPORT
MANAGERS, DELIVERY PROGRAMS SUPPORT

SUBJECT: Packages Delivered by Private Carriers

The following protocol supercedes any previous instructions and is to be followed in the event packages are delivered to a USPS mailbox by a private courier and/or delivered without postage:

- Our carriers are to collect the package and return it to the office
- The delivery unit must contact the company the same day and provide them with an opportunity to collect the package by the end of the following business day
- The contact with the company must be documented and include the date/time/company name/name of individual contacted/phone number used to make contact
- Notify Headquarters Delivery Operations so that this matter may be addressed with the customer on a national basis, as appropriate.

The protocol outlined above is consistent with the following regulations:

Handbook M41, Section 131.23, General Precautions: When you find in a mail receptacle mailable matter on which postage has not been paid, addressed to, or intended for the person in whose receptacle it is deposited, take the matter to the post office for treatment as provided in DMM 8.2

Handbook PO-603, Section 352.4, Mailable Matter Not Bearing Postage: When you find mailable matter in a box without postage paid addressed to, or intended for, the person in whose box it is deposited, take the matter to the Post Office for treatment in accordance with DMM 8.2

Domestic Mail Manual, Section 8.2.1, Handling Mail With Omitted Postage: Matter of any class, including that for which extra services are indicated, received at either the office of mailing or office of address without postage, is endorsed "Returned for Postage" and is returned to the sender without an attempt at delivery. If a mail recipient attempts to return or forward the mail without paying additional postage when required, the mail is endorsed "Returned for Postage" and returned to the recipient. If no return address is shown, or the delivery and return addresses are identical, or the delivery and return addresses are different but for the same person or organization, the piece is treated as dead mail.

Please send these notifications to HQ.Del.Strategy.Plan@USPS.Gov

Thank You,

A handwritten signature in black ink, appearing to read "K. McAdams".

Kevin L. McAdams

cc: Area Vice Presidents

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