

# 508 Recipient Services

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## 1.0 Recipient Options

### 1.1 Basic Recipient Concerns

#### 1.1.1 Delivery to Addressee

Addressees may control delivery of their mail. Without a contrary order, the mail is delivered as addressed. Mail addressed to several persons may be delivered to any one of them.

#### 1.1.2 Refusal at Delivery

The addressee may refuse to accept a mailpiece when it is offered for delivery.

#### 1.1.3 Refusal After Delivery

After delivery, an addressee may mark a mailpiece “Refused” and return it within a reasonable time, if the piece or any attachment is not opened. Mail that may not be refused and returned unopened under this provision may be returned to the sender only if it is enclosed in a new envelope or wrapper with a correct address and new postage. The following may not be refused and returned postage-free after delivery:

- a. Pieces sent as Registered Mail, insured, Certified Mail, collect on delivery (COD), Adult Signature and return receipt for merchandise.
- b. Response mail to the addressee’s sales promotion, solicitation, announcement, or other advertisement that was not refused when offered to the addressee.

#### 1.1.4 Mail Withheld From Delivery

An addressee may request the postmaster, in writing, to withhold from delivery for a period not to exceed 2 years any foreign letter or printed matter with a specified name or address on the outside.

#### 1.1.5 Addressee Identification

If a person claiming to be the addressee of certain mail is unknown to the delivery employee, the mail may be withheld pending identification of the claimant.



#### **1.1.6 Remailing Returned Mail**

Generally, a returned mailpiece that was undeliverable-as-addressed or refused by the addressee may not be remailed unless it is placed in a new envelope or wrapper with a correct address and new postage. A returned shortpaid mailpiece can have the necessary additional postage affixed to the original piece and does not have to be placed in a new envelope or wrapper.

#### **1.1.7 Priority Mail Express and Accountable Mail**

The following conditions also apply to the delivery of Priority Mail Express, Registered Mail, Certified Mail, insured for more than \$200.00, Adult Signature, or COD, as well as mail for which a return receipt or a return receipt for merchandise is requested or for which the sender has specified restricted delivery.

- a. The addressee (or representative) may obtain the sender's name and address while held by the USPS employee before accepting delivery and endorsing the delivery receipt.
- b. The mailpiece may not be opened or given to the recipient before the recipient signs and legibly prints his or her name on the delivery receipt (and return receipt, if applicable) and returns the receipt(s) to the USPS employee.
- c. Suitable identification may be required of the recipient before delivery of the mailpiece.
- d. When delivery is not restricted at the sender's request, mail addressed to a person at a hotel, apartment house, etc., may be delivered to any person in a position to whom mail for that location is usually delivered.
- e. USPS responsibility ends when the mailpiece is delivered to the addressee (or another party, subject to 1.0).
- f. A notice is provided to the addressee for a mailpiece that cannot be delivered. If the piece is not called for or redelivery is not requested, the piece is returned to the sender after 15 days (5 days for Priority Mail Express, 10 days for COD), unless the sender specifies fewer days on the piece.
- g. A hand stamp approved by the Postmaster may be used by the addressee (or authorized agent) to provide the signature and name of the individual or organization receiving the mailpiece as follows:
  1. The hand stamp imprint must fit within the Signature and Printed Name blocks on Form 3849, without overlapping into other sections.
  2. To obtain approval for a hand stamp, the company must submit a written statement to the postmaster that the person whose name appears on the stamp is authorized to accept accountable mail, accompanied by a sample of the authorized employee's signature. After approval, the documentation is held by the postmaster and the stamped signature and name are acceptable only if a legible impression is provided within the Signature and Printed Name blocks on Form 3849.
  3. For mail addressed only to a federal or state official, the stamp need show only the name and location of the accepting organization. In these cases, the stamp imprint must fit within the Printed Name and Delivery Address block of Form 3849 without overlapping into other sections.

**1.2 Carrier Release Endorsement for Parcels**

The carrier release endorsement "CARRIER—LEAVE IF NO RESPONSE" instructs carriers to leave the parcel if no one is available to accept the parcel or when the addressee has filed a written order to allow a carrier to leave the parcel. A parcel may be left in an unprotected location, such as a stairway or uncovered porch, only when it bears the "CARRIER—LEAVE IF NO RESPONSE" endorsement. The endorsement must appear directly to the left of the postage area (preferred) or directly below the return address as specified in [102.4.1](#) and [202.4.3](#). A carrier release endorsement may be used on only:

- a. Uninsured parcels
- b. Parcels which do not require a signature

**1.3 Jointly Addressed**

For mail that is jointly addressed:

- a. Such as "Mr. and Mrs. John Doe," or "John and Jim Doe," neither party is entitled to control delivery of such mail over the objection of the other.
- b. To husbands or wives, neither party may control delivery of mail addressed to the other.

**1.4 Delivery to Addressee's Agent****1.4.1 Basic Standard**

Unless otherwise directed, an addressee's mail may be delivered to an employee, to a competent member of the addressee's family, or to any person authorized to represent the addressee. A person or several persons may designate another to receive their mail.

**1.4.2 Minor**

A minor's guardian may control delivery of mail addressed to the minor. If there is no guardian and the minor is unmarried, either parent may receive delivery of the minor's mail.

**1.4.3 Incompetent Person**

Mail may be delivered under the order of the guardian or conservator for a person legally declared incompetent. If there is no legal representative, the mail is delivered as addressed.

**1.4.4 Deceased Person**

Mail addressed to a deceased person may be received at the address of the deceased by anyone who would normally receive the addressee's mail at that address. The mail may also be forwarded to a different address, such as that of an appointed executor or administrator, if an order of request is filed at the Post Office.

**1.5 Delivery to Individual at Organization****1.5.1 To Address**

All mail addressed to a governmental or nongovernmental organization or to an individual by name or title at the address of the organization is delivered to the organization, as is similarly addressed mail for former officials, employees,



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contractors, agents, etc. If disagreement arises where any such mail should be delivered, it must be delivered under the order of the organization's president or equivalent official.

#### **1.5.2 Not to Address**

Mail addressed to a governmental or nongovernmental official by title or by organization name, but not to the address of the organization, is delivered to the organization if the organization so directs.

### **1.6 Delivery at Hotels, Institutions, Schools, and Similar Places**

#### **1.6.1 Patient or Inmate**

Mail addressed to a patient or inmate at an institution is delivered to the institution authorities. If the addressee is no longer at that address, the mail must be redirected to the current address, if known, or endorsed appropriately and returned by the institution to the Post Office.

#### **1.6.2 Hotel or School**

Mail addressed to a person at a hotel, school, or similar place is delivered to the hotel, school, etc. If the addressee is no longer at that address, the mail must be redirected to the current address, if known, or endorsed appropriately and returned by the institution to the Post Office.

#### **1.6.3 Prisoner**

Mail addressed to a prisoner is subject to the mail security standards in the *Administrative Support Manual*.

#### **1.6.4 Registered Mail Addressed to Hotel or Apartment House**

Registered Mail addressed to a person at a hotel or apartment house is delivered to the persons designated by the management of the hotel or apartment house in a written agreement with the USPS (Form 3801-A). If the sender restricts delivery of the Registered Mail, it may not be delivered to that designated person, unless the addressee authorized that person in writing to receive restricted-delivery mail.

### **1.7 Conflicting Delivery Orders**

#### **1.7.1 Delivery to Third Party**

If persons make conflicting orders for delivery of the same mail, and they cannot agree among themselves who should receive the mail, the mail may be delivered to a named receiver or third party unanimously agreed to by the disputing parties.

#### **1.7.2 Receiver in Dispute**

If the disputing parties are unable to select a receiver, they must furnish the postmaster all available evidence on which they rely to exercise control over the disputed mail. The USPS may hold or return mail pending resolution of the dispute.

#### **1.7.3 Court Order**

Mail is delivered under a court order issued for mail claimed by different persons.

### **1.8 Commercial Mail Receiving Agencies**

#### **1.8.1 Procedures**

The procedures for establishing a commercial mail receiving agency (CMRA) are as follows:

- a. An addressee may request mail delivery to a CMRA. The CMRA accepts delivery of the mail and holds it for pickup or remails it to the addressee, prepaid with new postage.
- b. Each CMRA must register with the Post Office responsible for delivery. Any person who establishes, owns, or manages a CMRA must provide Form 1583-A to the postmaster (or designee) responsible for the delivery address. The CMRA owner or manager must complete all entries and sign the Form 1583-A. The CMRA owner or manager must furnish two items of valid identification; one item must contain a photograph of the CMRA owner or manager. The identification presented must be current. It must contain sufficient information to confirm that the applicant is who he or she claims to be and is traceable to the bearer. The postmaster (or designee) may retain a photocopy of the identification for verification purposes and must list and record sufficient information to identify the two types of identification on Form 1583-A (block 10). Furnishing false information on the application or refusing to give required information is reason for denying the application. When any information required on Form 1583-A changes, the CMRA owner or manager must file a revised application (write "revised" on the form) with the postmaster. Social Security cards, credit cards, and birth certificates are unacceptable as identification. The following are acceptable identification:
  1. Armed forces, government, university, or recognized corporate identification card.
  2. Passport, alien registration card, or certificate of naturalization.
  3. Current lease, mortgage, or deed of trust.
  4. Voter or vehicle registration card.
  5. Home or vehicle insurance policy.
- c. The postmaster (or designee) must verify the documentation to confirm that the CMRA owner or manager resides at the permanent home address shown on Form 1583-A; witness the signature of the CMRA owner or manager; and sign Form 1583-A. The postmaster must provide the CMRA with a copy of the DMM regulations relevant to the operation of a CMRA. The CMRA owner or manager must sign the Form 1583-A acknowledging receipt of the regulations. The postmaster must file the original of the completed Form 1583-A at the Post Office and provide the CMRA with a duplicate copy.
- d. A CMRA is authorized to accept the following accountable mail from their customers for mailing at the Post Office: insured, COD, Priority Mail Express, Certified Mail, USPS Tracking, and Signature Confirmation mail. The sender (CMRA customer) must present accountable mail items not listed to the Post Office for mailing.

### 1.8.2 Delivery to CMRA

Procedures for delivery to a CMRA are as follows:

- a. Mail delivery to a CMRA requires that the CMRA owner or manager and each addressee complete and sign Form 1583. Spouses may complete and sign one Form 1583. Each spouse must furnish two items of valid identification. If any



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information that is required on Form 1583 is different for either spouse it must be entered in the appropriate box. A parent or guardian may receive delivery of a minor's mail by listing the name(s) of each minor on Form 1583 (block 12). The CMRA owner or manager, authorized employee, or a notary public must witness the signature of the addressee. The addressee must complete all entries on Form 1583. The CMRA owner or manager must verify the documentation to confirm that the addressee resides or conducts business at the permanent address shown on Form 1583. The address is verified if there is no discrepancy between information on the application and the identification presented. If the information on the application does not match the identification, the applicant must substantiate to the CMRA that the applicant resides or conducts business at the address shown. A document from a governmental entity or recognized financial institution or a utility bill with the applicant's name and current permanent address may be used for such purpose. If the applicant is unable to substantiate the address, the CMRA must deny the application. Furnishing false information on the application or refusing to give required information is reason for withholding the addressee's mail from delivery to the agent and returning it to the sender. When any information required on Form 1583 changes, the addressee must file a revised application (write "revised" on the form) with the CMRA. The addressee must furnish two items of valid identification; one item must contain a photograph of the addressee. The identification presented must be current. It must contain sufficient information to confirm that the applicant is who he or she claims to be and is traceable to the bearer. The CMRA owner or manager may retain a photocopy of the identification for verification purposes. The CMRA owner or manager must list and record sufficient information to identify the two types of identification on Form 1583 (block 8) and write the complete CMRA delivery address used to deliver mail to the addressee on Form 1583 (block 3). Social Security cards or credit cards and birth certificates are unacceptable as identification. The following are acceptable identification:

1. Valid driver's license or state non-driver's identification card.
  2. Armed forces, government, university, or recognized corporate identification card.
  3. Passport, alien registration card, or certificate of naturalization.
  4. Current lease, mortgage, or deed of trust.
  5. Voter or vehicle registration card.
  6. Home or vehicle insurance policy.
- b. A CMRA must not modify or alter Form 1583 or Form 1583-A. Modified or altered forms are invalid and the addressee's mail must be returned to sender in accordance with USPS regulations.
- c. The CMRA must provide the original of completed Forms 1583 to the postmaster. This includes revised Forms 1583 submitted by an addressee based on information changes to the original Form 1583 (write "revised" on form). The CMRA must maintain duplicate copies of completed Forms 1583 on file at the CMRA business location. The Forms 1583 must be available at all

- times for examination by postal representatives and postal inspectors. The postmaster must file the original Forms 1583 first by CMRA and then alphabetically by the addressee's last name at the station, branch, or Post Office. The postmaster files the original Forms 1583 without verifying the address of residence or firm shown on Forms 1583. The postmaster is required to verify only when the postmaster receives a request by the Postal Inspector in Charge, or when there is reason to believe that the addressee's mail may be, or is being, used for unlawful purposes.
- d. When the agency relationship between the CMRA and the addressee terminates, the CMRA must write the date of termination on its duplicate copy of Form 1583. The CMRA must notify the Post Office of termination dates through the quarterly updates (due January 15th, April 15th, July 15th, and October 15th) of the alphabetical list of customers cross-referenced to the CMRA addressee delivery designations. The alphabetical list must contain all new customers, current customers, and those customers who terminated within the past 6 months, including the date of termination. The CMRA must retain the endorsed duplicate copies of Forms 1583 for at least 6 months after the termination date. Forms 1583 filed at the CMRA business location must be available at all times for examination by postal representatives.
  - e. A CMRA must represent its delivery address designation for the intended addressees by the use of "PMB" (private mailbox) or the alternative "#" sign. Mailpieces must bear a delivery address that contains at least the following elements, preferably in the following format:
    1. Line 1: Intended addressee's name or other identification. *Examples: JOE DOE or ABC CO.*
    2. Line 2: "PMB" and number or the alternative "#" (pound sign) and number. *Examples: PMB 234 or #234.*
    3. Line 3: Street number and name or Post Office box number or rural route designation and number. *Examples: 10 MAIN ST STE 11 or PO BOX 34 or RR 1 BOX 12.*
    4. Line 4: City, state, and ZIP Code (5-digit or ZIP+4). *Example: HERNDON VA 22071-2716.*
  - f. As an alternate to the format presented in e., the following format may be used:
    1. Line 1: Intended addressee's name or other identification. *Examples: JOE DOE or ABC CO.*
    2. Line 2: Street number and name or Post Office box number and "PMB" and number or the alternative "#" (pound sign) and number. *Examples: 10 MAIN ST PMB 234 or #234 or PO BOX 34 PMB 234 or #234.*
    3. Line 3: City, state, and ZIP Code (5-digit or ZIP+4). *Example: HERNDON VA 22071-2716.*
  - g. As an exception to the formats presented in e. and f., when the CMRA's physical address contains a secondary address element (e.g., rural route box number, "suite," "#," or other term), the CMRA customer must use "PMB" in the three-line format. It is not permissible to combine the secondary address



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element of the physical location of the CMRA address and the CMRA customer private mailbox number, e.g., 10 MAIN ST STE 11-234. The CMRA must write the complete CMRA delivery address used to deliver mail to each individual addressee or firm on the Form 1583 (block 3). The USPS may return mail without a proper address to the sender endorsed “Undeliverable as Addressed, Missing PMB or # Sign.” The three-line format must be as follows:

1. JOE DOE  
10 MAIN ST STE 11 PMB 234  
HERNDON VA 22071-2716
  2. JOE DOE  
RR 12 BOX 512 PMB 234  
HERNDON VA 22071-2716
- h. The CMRA must be in full compliance with [1.8.1](#) through [1.8.3](#) and other applicable postal requirements to receive delivery of mail from the Post Office.
- i. The postmaster may, with the next higher level approval and notification to the Postal Inspector-In-Charge, suspend delivery to a CMRA that, after proper notification, fails to comply with [1.8.1](#) through [1.8.3](#) or other applicable postal requirements. The proper notification must be in writing outlining the specific violation(s) with a reasonable time to comply.
- j. With the approval of suspension of delivery, the postmaster must provide the CMRA with written notification of the effective date and the reason(s). If the CMRA fails to comply by the effective date, return mail to the sender endorsed “Delivery Suspended to Commercial Mail Receiving Agency.”

#### **1.8.3 Addressee and CMRA Agreement**

In delivery of the mail to the CMRA, the addressee and the CMRA agree that:

- a. When the agency relationship between the CMRA and the addressee terminates, neither the addressee nor the CMRA will file a change-of-address order with the Post Office.
- b. The CMRA must remail mail intended for the addressee (customer) for at least 6 months after the termination date of the agency relationship between the CMRA and addressee. Mail that is remailed by the CMRA requires new postage. This remailing obligation need not be fulfilled if the CMRA customer provides written instructions to the CMRA that the mail (or specific types of mail) not be remailed upon termination of the relationship. This instruction may be provided in an internal service agreement between the customer and CMRA or by a separate document. Written instructions from the customer regarding the handling of this mail must not stipulate that the CMRA refuse mail or return it to sender, or hold the mail during the 6-month remail period and return it to the Post Office, or redeposit mail in the mails without new postage. At the end of the 6-month remail period the CMRA may return to the Post Office only First-Class Mail, Priority Mail, Priority Mail Express, accountable mail, or Standard Post received for the former addressee (customer). The CMRA must return this mail to the Post Office the next business day after receipt with this endorsement: “Undeliverable, Commercial Mail Receiving Agency, No Authorization to Receive Mail for this Addressee.” This mail is returned to the



- Post Office without new postage. The CMRA must not deposit return mail in a collection box. The CMRA must give the return mail to the letter carrier or return it to the Post Office responsible for delivery to the CMRA. Upon request, the agent must provide to the USPS all addresses to which the CMRA remails mail.
- c. If mail is remailed by the CMRA to the address of a former customer during the 6-month remail period and returned by the USPS endorsed "Moved, Left No Address," then the CMRA may return that mail to the Post Office with the approval of the postmaster or station manager. The approval is subject to evidence that the mail was remailed with new postage to the former customer at the address provided when the relationship was terminated and/or the verified home or business permanent address provided on the customer's Form 1583. Upon approval, the CMRA may return to the Post Office only First-Class Mail, Priority Mail, Priority Mail Express, accountable mail, and Standard Post received for the former customer. The CMRA must return this mail to the Post Office the next business day after receipt without new postage.
  - d. The CMRA must provide to the postmaster a quarterly list (due January 15th, April 15th, July 15th, and October 15th) of its customers in alphabetical order cross-referenced to the CMRA addressee delivery designation. The alphabetical list must contain all new customers, current customers, and those customers who terminated within the past 6 months, including the date of termination.
  - e. A CMRA may not refuse delivery of mail if the mail is for an addressee who is a customer or former customer (within the past 6 months). The agreement between the addressee and the CMRA obligates the CMRA to receive all mail, except restricted delivery, for the addressee. The addressee may authorize the CMRA in writing on Form 1583 (block 5) to receive restricted delivery mail for the addressee.
  - f. If the CMRA has no Form 1583 on file for the intended addressee, the CMRA must return that mail to the Post Office responsible for delivery with this endorsement: "Undeliverable, Commercial Mail Receiving Agency, No Authorization to Receive Mail for this Addressee." This mail is returned to the Post Office without new postage. The CMRA must return misdelivered mail the next business day after receipt.
  - g. The CMRA must not deposit return mail in a collection box. The CMRA must give the return mail to the letter carrier or return it to the Post Office responsible for delivery to the CMRA.

#### **1.8.4 Office Business Center Acting as a CMRA**

The procedures for an office business center (OBC) or part of its operation acting as a CMRA for postal purposes are as follows:

- a. An OBC is a business that operates primarily to provide private office facilities and other business support services to individuals or firms (customers). OBCs receive single-point delivery. OBC customers that receive mail at the OBC address will be considered CMRA customers for postal purposes under the standards set forth in [1.8.4b](#). Parties considered CMRA customers under this provision must comply with the standards set forth in [1.8.1](#) through [1.8.3](#). An



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OBC must register as a CMRA on Form 1583-A and comply with all other CMRA standards if one or more customers receiving mail through its address is considered a CMRA customer.

- b. An OBC customer is considered to be a CMRA customer for postal purposes if its written agreement with the OBC provides for mail service only or mail and other business support services (without regard for occupancy or other services that the OBC might provide). Additionally, an OBC customer receiving mail at the OBC address is considered to be a CMRA customer for postal purposes if each of the following is true:
  1. The customer's written agreement with the OBC does not provide for the full-time use of one or more of the private offices within the OBC facility.
  2. The customer's written agreement with the OBC does not provide all of the following: (a) the use of one or more of the private offices within the facility for at least 16 hours per month at market price for the location; (b) full-time receptionist service and live personal telephone answering service during normal business hours and voicemail service after hours; (c) a listing in the office directory in the building in which the OBC is located; (d) use of conference rooms and other business services on demand, such as secretarial services, word processing, administrative services, meeting planning, travel arrangements, and video conferencing.
- c. Notwithstanding any other standards, a customer whose written agreement provides for mail services only or mail and other business support services will not be considered an OBC customer (without regard for occupancy or other services that an OBC may provide and bill for on demand).
- d. The USPS may request from the OBC copies of written agreements or any other documents or information needed to determine compliance with these standards. Failure to provide requested documents or information might be basis for suspending delivery service to the OBC under the procedures set forth in [1.8.2](#).

## 2.0 Conditions of Delivery

### 2.1 City Delivery Service

#### 2.1.1 Establishment

City delivery is provided according to USPS policies and procedures, the characteristics of the area to be served, and the methods needed to provide adequate service. Requests or petitions to establish, change, or extend city delivery service must be made to the local postmaster.

#### 2.1.2 Accommodating Customer Hardship

Changes in the type of delivery authorized for a delivery point may be considered if service by existing methods imposes an extreme physical hardship on the customer.

**2.1.3 Customer Maintenance of Receptacles**

Customers must provide authorized mail receptacles or door slots, except for mail receptacles authorized by the USPS to be owned and maintained by the USPS. The purchase, installation, maintenance, and replacement of mail receptacles used by customers for mail delivery are not the responsibility of the USPS. However, the USPS may authorize neighborhood delivery and collection boxes and parcel lockers to be purchased, installed, maintained, or replaced by the USPS.

**2.1.4 Businesses**

Mail receptacles or door slots are not required at businesses and offices that are open and have someone on hand to receive the mail when the carrier calls.

**2.1.5 Receptacles With Locks**

If a lock is used on a mail receptacle, the receptacle must have a slot large enough to accommodate the normal daily mail volume.

**2.1.6 Door Slot**

A door slot for mail must meet specific criteria:

- a. The clear rectangular opening in the outside slot plate must be at least 1-1/2 inches wide and 7 inches long.
- b. The slot must have a flap, hinged at the top if placed horizontally, or hinged on the side away from the hinge side of the door if placed vertically.
- c. When an inside hood is used to provide greater privacy, the hooded portion must not be below the bottom line of the slot in the outside plate if placed horizontally, or beyond the side line of the slot in the outside plate nearest the hinge edge of the door if placed vertically.
- d. The hood at its greatest projection must not be less than 2-1/16 inches beyond the inside face of the door.
- e. The bottom of the slot must be at least 30 inches above the finished floor line.

**2.1.7 Apartment Mail Receptacles**

Apartment house mail receptacles must be approved by the USPS. The purchase, installation, maintenance, and replacement of mail receptacles, boxes, or parcel lockers are not the responsibility of the USPS except for neighborhood delivery and collection boxes and parcel lockers authorized by the USPS to be owned and maintained by the USPS. When apartment buildings are substantially renovated or remodeled to provide additional apartments, or a material change is made in the location of boxes, obsolete receptacles must be replaced by currently approved receptacles.

**2.2 Rural Delivery Service****2.2.1 Establishment**

Rural stations and branches are established, and rural delivery is provided, according to USPS policies and procedures, the characteristics of the area to be served, and the methods needed to provide adequate service. Requests or petitions to establish, change, or extend rural delivery service, signed by the heads of families wanting this service, must be given to the postmaster of the Post Office from which delivery service is desired, or from which the route operates, as applicable.



#### **2.2.2 Accommodating Customer Hardship**

On the customer's written request, the postmaster may approve an exception to the currently authorized method of delivery, if the type of rural delivery authorized imposes an extreme physical hardship.

#### **2.2.3 Parcel Delivery**

An ordinary parcel too large to fit into a customer's mailbox is not left unless the customer has filed a written order with the postmaster relieving the USPS and carriers of all responsibility in case of loss or depredation of any such parcel left outside the box.

#### **2.2.4 Delivery to Recipient With Contagious Disease**

Mail is delivered to a customer's mailbox if a quarantined disease exists, provided that delivery can be made without exposure to contagion. No mail is collected from such box while the quarantine is in force.

#### **2.2.5 Insufficient Postage/ Mailable Matter**

Generally, mailable matter is collected from a rural mailbox if postage is fully prepaid or money equal to the required postage is left in the mailbox. Money in a rural box is left at the customer's risk. When postage or money is insufficient to cover postage, the mail is not collected, or if the sender cannot be identified, the mail is treated as unpaid mail. Mailable matter not bearing postage found in, placed on, attached to, supported by, or hanging from rural boxes is handled under the applicable standards.

### **2.3 Highway Contract Delivery Service**

#### **2.3.1 Establishment**

Highway contract routes are established, and delivery service on such routes is provided, according to USPS policies and procedures, the characteristics of the area to be served, and the methods needed to provide adequate service. Requests or petitions for new routes, or for extensions of service or changes in the line of travel or schedule of highway contract service, must be directed to the USPS distribution networks office with supervision over the transportation of mail in the area involved.

#### **2.3.2 Parcel Delivery**

An ordinary parcel too large to fit into a customer's mailbox is not left unless the customer has filed a written order with the postmaster relieving the USPS and carriers of all responsibility in case of loss or depredation of any such parcel left outside the box.

#### **2.3.3 Mail Collection**

Generally, mailable matter is collected from a mailbox if postage is fully prepaid or money equal to the required postage is left in the mailbox. Money in a mailbox is left at the customer's risk. When postage or money is insufficient to cover postage, the mail is not collected, or if the sender cannot be identified, the mail is treated as unpaid mail. Mailable matter not bearing postage found in, placed on, attached to, supported by, or hanging from boxes is handled under the applicable standards.

### 2.3.4 Mailbox Location

Curbside mailboxes meeting the applicable standards in [3.0](#) must be placed where they protect the mail and can be conveniently served by carriers without leaving their vehicles. These boxes must be on the right side of the road in the direction of travel when required by traffic conditions or when driving to the left to reach the boxes would violate traffic laws by the carrier.

## 3.0 Customer Mail Receptacles

### 3.1 Basic Information for Customer Mail Receptacles

#### 3.1.1 Authorized Depository

Except as excluded by [3.1.2](#), every letterbox or other receptacle intended or used for the receipt or delivery of mail on any city delivery route, rural delivery route, highway contract route, or other mail route is designated an authorized depository for mail within the meaning of 18 USC 1702, 1705, 1708, and 1725.

#### 3.1.2 Exclusions

Door slots and nonlockable bins or troughs used with apartment house mailboxes are *not* letterboxes within the meaning of 18 USC 1725 and are *not* private mail receptacles for the standards for mailable matter not bearing postage found in or on private mail receptacles. The post or other support is *not* part of the receptacle.

#### 3.1.3 Use for Mail

Except under [3.2.11](#), the receptacles described in [3.1.1](#) may be used only for matter bearing postage. Other than as permitted by [3.2.10](#), or [3.2.11](#), no part of a mail receptacle may be used to deliver any matter not bearing postage, including items or matter placed upon, supported by, attached to, hung from, or inserted into a mail receptacle. Any mailable matter not bearing postage and found as described above is subject to the same postage as would be paid if it were carried by mail.

#### 3.1.4 Clear Approach

Customers must keep the approach to their mailboxes clear of obstructions to allow safe access for delivery. If USPS employees are impeded in reaching a mail receptacle, the postmaster may withdraw delivery service.

### 3.2 Curbside Mailboxes

#### 3.2.1 Manufacturer Specifications

Manufacturers of all mailboxes designed and made to be erected at the edge of a roadway or curbside of a street and to be served by a carrier from a vehicle on any city route, rural route, or highway contract route must obtain approval of their products under USPS Standard 7, *Mailboxes, City and Rural Curbside*. To receive these construction standards and drawings or other information about the manufacture of curbside mailboxes, write to USPS Engineering (see [608.8.0](#) for address).



#### **3.2.2 Custom-Built Mailbox**

The local postmaster may approve a curbside mailbox constructed by a customer who, for aesthetic or other reasons, does not want to use an approved manufactured box. The custom-built box must generally meet the same standards as approved manufactured boxes for flag, size, strength, and quality of construction.

#### **3.2.3 Locked Box**

A mailbox with a lock must have a slot that is large enough to accommodate the customer's normal daily mail volume. The USPS neither opens a locked box nor accepts a key for this purpose.

#### **3.2.4 Mailbox Post**

The post or other support for a curbside mailbox must be neat and of adequate strength and size. The post may not represent effigies or caricatures that tend to disparage or ridicule any person. The box may be attached to a fixed or movable arm.

#### **3.2.5 Advertising**

Any advertising on a mailbox or its support is prohibited.

#### **3.2.6 Location**

Subject to state laws and regulations, a curbside mailbox must be placed to allow safe and convenient delivery by carriers without leaving their vehicles. The box must be on the right-hand side of the road in the direction of travel of the carriers on any new rural route or highway contract route, in all cases where traffic conditions are dangerous for the carriers to drive to the left to reach the box, or where their doing so would violate traffic laws and regulations.

#### **3.2.7 Address Identification**

Every curbside mailbox must bear the following address information:

- a. A box number, if used, inscribed in contrasting color in neat letters and numerals at least 1 inch high on the side of the box visible to the carrier's regular approach, or on the door if boxes are grouped.
- b. A house number if street names and house numbers have been assigned by local authorities, and the postmaster authorizes their use as a postal address. If the box is on a different street from the customer's residence, the street name and house number must be inscribed on the box.

#### **3.2.8 Owner's Name**

The mailbox may bear the owner's name.

#### **3.2.9 More Than One Family Sharing a Receptacle**

If more than one family wishes to share a mail receptacle, the following standards apply:

- a. Route and Box Number Addressing. On rural and highway contract routes authorized to use a route and box numbering system (e.g., RR 1 BOX 155), up to five families may share a single mail receptacle and use a common route and

box designation. A written notice of agreement, signed by the heads of the families or individuals who want to join in the use of such box, must be filed with the postmaster at the delivery office.

- b. Conversion to Street Name and Number Addressing. When street name and numbering systems are adopted, those addresses reflect distinct customer locations and sequences. Rural and highway contract route customers who are assigned different primary addresses (e.g., 123 APPLE WAY vs. 136 APPLE WAY) should erect individual mail receptacles in locations recommended by their postmasters and begin using their new addresses. Customers having different primary addresses who wish to continue sharing a common receptacle must use the address of the receptacle's owner and the "care of" address format:

JOHN DOE  
C/O ROBERT SMITH  
123 APPLE WAY

Customers having a common primary address (e.g., 800 MAIN ST) but different secondary addresses (e.g., APT 101, APT 102, etc.) may continue to share a common receptacle if single-point delivery is authorized for the primary address. Secondary addresses should still be included in all correspondence.

### **3.2.10 Delivery of Unstamped Newspapers**

Generally, curbside mailboxes are to be used for mail only. However, publishers of newspapers regularly mailed as Periodicals may, on Sundays and national holidays only, place copies of the Sunday or holiday issues in the rural route and highway contract route boxes of subscribers if those copies are removed from the boxes before the next scheduled day of mail delivery.

### **3.2.11 Newspaper Receptacle**

A receptacle for newspaper delivery by private carriers may be attached to the post of a curbside mailbox used by the USPS if the receptacle:

- a. Does not touch the mailbox or use any part of the mailbox for support.
- b. Does not interfere with the delivery of mail, obstruct the view of the mailbox flag, or present a hazard to carrier or vehicle.
- c. Does not extend beyond the front of the mailbox when the box door is closed.
- d. Does not display advertising, except the publication title.

## **3.3 Wall-Mounted Centralized Mail Receptacles**

### **3.3.1 Manufacturer Requirements**

Manufacturers of wall-mounted centralized mail receptacles used for mail delivery must receive approval under the specifications and procedures in USPS Standard 4. The specifications and other information can be obtained by writing to USPS Engineering (see [608.8.0](#) for address).



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### 3.3.2 Customer Requirements

The installation of proper equipment is required for delivery service. The type of equipment must be approved by the USPS under [3.3.1](#) and must be appropriate for the structure. Customers should discuss the types of approved equipment permitted for their structures with their postmaster before purchasing and installing delivery equipment.

## 4.0 Post Office Box Service

### 4.1 Basic Information for PO Box Service

#### 4.1.1 Purpose

Post Office Box (PO Box) service is a premium service offered for a fee (See [Notice 123—Price List](#)) to any customer and for no fee to customers who are not eligible for carrier delivery (also see [4.5.2](#)). The service allows a customer to obtain mail during the hours the box lobby is open or access is otherwise available and is provided only through receptacles owned or operated by the USPS or its agents. PO Box service does not include alternate means of delivery established to replace or extend carrier delivery service. A postmaster (or designee) and a box customer may not make any agreement that contravenes the regulations on PO Box service or its fees. Competitive PO Box service (see [4.5.4](#)) is available in designated postal locations and offers service enhancements for PO Box customers.

#### 4.1.2 Definition

Post Office Box, PO Box, or the # symbol when a Post Office street address is used as allowed under [4.5.4](#), designates this service in an address. Competitive PO Box service is available for customers located within the service area of a competitive mailbox service provider. Market-Dominant PO Box service is available to serve customers not served by a nearby competitor. Box customer applies only to the person who signs the application as an individual or to the organization on whose behalf an individual signs the application.

#### 4.1.3 Box Size

There are five box sizes and availability of sizes varies by facility. A customer is assigned a box size based on the customer's needs and the availability of boxes. The postmaster may require a customer to use a larger size box if the customer's mail volume increases beyond the capacity of the present box. The fees for boxes increase with box size. The following chart describes approximate box capacities and frontal dimensions.



<b>BOX SIZE</b>	<b>CAPACITY</b> (Cubic Inches)	<b>WIDTH AND HEIGHT</b> (Inches)
<b>1</b>	Under 296	3 by 5.5
<b>2</b>	296 through 499	5 by 5.5
<b>3</b>	500 through 999	11 by 5.5
<b>4</b>	1,000 through 1,999	11 by 11
<b>5</b>	2,000 or more	22.5 by 12

**4.1.4 Number Assignment**

A number is assigned to each PO box. Mail intended for delivery through a box must show the assigned PO box number in the address immediately above the city, state, and ZIP Code.

**4.1.5 Box Availability**

When no box of the appropriate size is available, the postmaster may handle the application for box service in one or more of the following ways:

- a. Refer the customer to another postal facility with available capacity.
- b. Place the customer's name on a waiting list for box service.
- c. Provide general delivery service until an appropriate size box becomes available.
- d. Offer a smaller or larger box, or caller service, at its applicable fee.

**4.1.6 Unavailable Box**

Online customers cannot apply for a box that is not available but can place themselves on a waiting list for the box. Customers must pay the correct fee for the service they receive, regardless of the box size applied for.

**4.1.7 Service Period**

PO Box service is available in 3-, 6- or two 6-month (semi-annual) prepaid periods. The 3-month option requires establishing an automatic recurring renewal payment available online or at select post offices with automatic recurring payment functionality. The 3-month option is not available at Post Office locations on the semi-annual (April/October) payment schedule.

**4.1.8 Limitation on Service**

The postmaster may require a box customer to use caller service under 5.0 based on the volume of mail received, or the level of service requested by the customer, or the availability of boxes. A customer required to use caller service in this manner may submit a written request to the postmaster for a new determination not more than semiannually. Existing box customers will not be allowed to use additional boxes at Post Offices having a waiting list for PO Boxes.

**4.2 Service**

**4.2.1 Application**

A customer may apply for PO Box service by completing a Form 1093 at a Post Office or online and presenting it to any postal retail facility. When the application is presented, the applicants (including both spouses or any other individual listed but



### 508.4.2.2

minors) each must present two items of valid, current identification; one item must contain a photograph of the applicant and the other must contain sufficient information to confirm the applicant's identity. Furnishing false information or refusing to furnish required information may be sufficient reason for denial of the application or discontinuance of service. When any information required on Form 1093 changes, the box customer must update the application. Application procedures are as follows:

- a. In all cases:
  1. Spouses may complete and sign one Form 1093.
  2. Other adult persons, employees or other representatives of organizations, or minors under a parent or guardian, who receive mail in the PO box, or additional box users authorized to pick up mail from the box, must be listed on Form 1093.
  3. Customers applying for Competitive PO Box services must also complete and sign a Customer Agreement when selecting any of the service enhancements described in [4.5.4](#).
  4. Minors (a person under 18 years of age) may be provided with PO Box service, unless the minor's parent or guardian submits a written objection to the appropriate postmaster, but are ineligible to apply for PO Box service online.
  5. Acceptable forms of photo identification are: valid driver's license or state non-driver's identification card; from a U.S. State, U.S. armed forces, U.S. government, university located in the U.S., or corporate identification card of a corporation located in the United States; or U.S. passport, U.S. alien registration card, or U.S. certificate of naturalization. Acceptable forms of other, non-photo identification are: current lease, mortgage, or deed of trust; voter or vehicle registration card; or home or vehicle insurance policy.
- b. Under these additional conditions when applying online:
  1. An applicant searches for and selects a box and the service time period.
  2. The applicant must complete all required items on the online Form 1093, and read the Privacy Act statement.
  3. The applicant must complete the payment information.
  4. The applicant must present an unsigned printout of the online Form 1093 in person to the Post Office and, upon approval, receive the box number and keys or lock combination.

#### **4.2.2 Transferring Service**

PO box service may be transferred, without payment of an additional fee, to any box of the same size and fee group at a different facility of the same Post Office. To transfer service, the box customer must submit a new application to either facility. A box customer may transfer service no more than once in any semiannual payment period and must submit a completed Form 3575 at the time of transfer.

### 4.3 Conditions of Use

#### 4.3.1 Mail Receipt

In accordance with the standards in 4.2, any individual box customer or organization may receive through the box any mail properly addressed to the box number.

#### 4.3.2 Mail Only

Only mail and official USPS notices may be placed into a PO box.

#### 4.3.3 Accumulation and Overflow of Mail

A box customer must remove mail promptly from the box. If mail will not be removed from the box for more than 30 days and an overflow condition is probable, the customer must make prior arrangements with the postmaster. When mail for a customer's PO Box exceeds the capacity of the box on 12 of any 20 consecutive business days (excluding Saturdays, Sundays, and national holidays), the box is in an overflow condition. Customers whose box is in an overflow condition must use caller service, change to a larger box, or use one or more additional boxes to which mail will be addressed.

#### 4.3.4 Unlawful Activity

A PO box may not be used for, or in connection with, a scheme or enterprise that violates any federal, state, or local law; breaches an agreement with a federal, state, or local agency whereby the box customer has agreed to discontinue a specified activity; or violates or attempts to evade any order of a court or administrative body.

#### 4.3.5 Forwarding

A PO box may not be used when the primary purpose is to have the USPS forward or transfer mail to another address free of charge.

#### 4.3.6 Address Change

Customers may file change-of-address orders as follows:

- a. Organizations. Only the box customer or authorized representatives of the organization listed on the Form 1093 may file change-of-address orders. The organization is responsible for forwarding mail to other persons receiving mail at the box.
- b. Residential box customers, Fee Groups 1 through 7 and 30 through 44. Only the box customer listed on the Form 1093 may file change-of-address orders, and is responsible for forwarding mail to other persons receiving mail at the box.
- c. Residential box customers, Fee Group E. The box customer or any other person listed on the Form 1093 may file an individual change-of-address order. Only the box customer may file a change-of-address order for the entire family.

### 4.4 Basis of Fees and Payment

#### 4.4.1 General

PO Box fees are based on the box size (see 4.1.3) and the fee group to which the box's 5-digit ZIP Code is assigned.



#### **4.4.2 Fee Changes**

A change in PO Box service fees applicable to a 5-digit ZIP Code can arise from a general fee change. In addition, the USPS may assign a fee group to a new ZIP Code, may reassign one or more 5-digit ZIP Codes to the next higher or lower fee group if fee group assignments were in error, or may regroup 5-digit ZIP Codes. Except when boxes from two or more ZIP Codes are being merged into one location, a ZIP Code may be moved only into the next higher or lower fee group. If boxes in two or more ZIP Codes merge, the fee group will be that of the receiving location, even if one of the fee groups changes by more than one level. No ZIP Code may be moved into a different fee group more than once a calendar year. A change in Post Office Box service fees takes effect on the date of the action that caused the change unless an official announcement specifies another date. If PO Box service fees are increased, no customer must pay the new price until the end of the current service period, and no retroactive adjustment will be made for a payment received before the date of the change. The fee charged is that in effect on the date of payment.

#### **4.4.3 Payment**

All fees for PO Box service are for 3-, 6-, or two 6-month (semi-annual) prepaid periods, except as noted under 4.4.5, 4.4.7, and 4.4.9. The general rule is that a fee may be paid up to one year in advance; however, when boxes from two or more ZIP Codes are being merged into one location, a customer has the option, prior to the merger, to renew at the current fee for another rental period, even when this results in a fee being paid more than one year in advance. Customers may pay the fee using any of the following methods:

- a. In person using cash, credit or debit card, or check or money order payable to the postmaster.
- b. By mail using check or money order payable to the postmaster. A mailed payment must be received by the postmaster on or before the due date.
- c. At a self-service center using a credit or debit card.
- d. Online at [www.usps.com/poboxes](http://www.usps.com/poboxes) using a credit card, including for online automatic PO Box renewal.

#### **4.4.4 Payment Period**

Except under 4.4.6, the beginning date for a PO Box fee payment period is determined by the approval date of the application. The period begins on the first day of the same month if the application is approved on or before the 15th of the month, or the next month if approved after the 15th of the month. Fees for service renewal may be paid any time during the last 30 days of the service period, except under 4.4.3, but no later than the last day of the service period.

#### **4.4.5 U.S. Agencies**

Federal agencies whose payment period coincides with the federal fiscal year may pay their box fees during the first quarter rather than in advance.

**4.4.6 Exception**

Postmasters at offices with fewer than 500 PO boxes may set April 1 and October 1 as the beginning of payment periods for box customers in their offices. Payment periods beginning other than April 1 or October 1 are brought into alignment with these respective dates by adjusting fees as follows:

- a. New service, one-sixth of the semiannual fee is charged for each remaining month between the beginning of the new payment period and the next April 1 or October 1.
- b. Existing service, one-sixth of the semiannual fee is charged for each remaining month between the end of all currently paid periods and the next April 1 or October 1.
- c. Next one or two semiannual payment periods, an adjustment may be accepted in addition to fees.

**4.4.7 Change of Payment Period**

Except for customers at Post Offices subject to 4.4.6, a PO Box customer of record may change the payment period by submitting a new application noting the month to be used as the start of the revised payment period. The date selected must be before the end of the current payment period. The unused fee for the period being discontinued may be refunded under 4.6, and the fee for the new payment period must be fully paid in advance. Except when boxes from two or more ZIP Codes are being merged into one location, a change of payment period date must not be used to circumvent a change in box fees.

**4.4.8 Academic Institutions**

The USPS does not set or collect fees for boxes owned by an academic institution if the boxes are separate from designated USPS areas and serviced by employees or agents of the institution.

**4.4.9 Adjusting Fees**

In postal facilities primarily serving academic institutions or their students, box fees may be adjusted to fit the semester schedules, using the matrix below. Charges are rounded up to the next multiple of \$0.10. No refund is made for discontinued service when a box is obtained under this standard.

SERVICE PERIOD	ADJUSTED FEE
95 days or less	1/2 semiannual fee
96 to 140 days	3/4 semiannual fee
141 to 190 days	Full semiannual fee
191 to 230 days	1-1/4 semiannual fee
231 to 270 days	1-1/2 semiannual fee
271 days to full year	2 semiannual fees



### 4.5 Fee Group Assignments

#### 4.5.1 Basic Information on Fee Groups

PO Boxes are assigned to fee groups; see [Notice 123—Price List](#) or contact your local Post Office, and classified as competitive or market-dominant based upon the Post Office location.

#### 4.5.2 Free Group E — Free PO Box Service

Customers may qualify for Group E (free) PO Box service at a Post Office if their physical address location meets all of the following criteria:

- a. The physical address is within the geographic delivery ZIP Code boundaries administered by a Post Office.
- b. The physical address constitutes a potential carrier delivery point of service.
- c. USPS does not provide carrier delivery to a mail receptacle at or near a physical address for reasons in [4.5.3b](#). “At or near a physical address” is defined by reference to how carrier delivery is established in a particular locale or ZIP Code.

#### 4.5.3 Additional Standards for Free PO Box Service

Only one Group E (free) PO Box may be obtained for each potential carrier delivery point of service, under the following conditions:

- a. Group E PO Box customers are assigned the smallest available box that reasonably accommodates their daily mail volume.
- b. Eligibility for Group E PO Boxes does not extend to:
  1. Individual tenants, contractors, employees, or other individuals receiving or eligible to receive single-point delivery to a location such as a hotel, college, military installation, campground, or transient trailer park.
  2. Locations served, or eligible to be served, by centralized delivery or grouped receptacles such as cluster box units, apartment style receptacles, mailrooms, or clusters of roadside receptacles.
  3. Locations where circumstances not within the control of the Postal Service prevent extension of carrier delivery, such as town ordinances, private roads, gated communities, unimproved or poorly maintained roadways, or unsafe conditions.
  4. Locations served by a delivery receptacle that a customer chooses to locate along a carrier's line of travel and to which the Postal Service makes delivery.
- c. A customer must pay the applicable fee for each PO Box requested in addition to the initial free Group E PO Box.
- d. The online application tools described in [4.2.1b](#) cannot be used for free PO Box service.

#### 4.5.4 Additional Standards for Competitive PO Box Services

New customers in competitive locations receive 13 months of service for a 12 month PO Box payment, are not required to pay the key deposit for the first two PO Box keys, and may receive expanded hours of PO Box access and earlier deposit of mail into the PO Box. Customers in competitive locations may also complete a customer agreement to receive one or more of the following enhancements:

- a. Street Addressing – the option to use the Post Office street address for their mailing address along with the box number as follows:  
John Smith  
123 Main Street #4567  
Any Town, NY 10001
- b. Real Mail Notification – the option to receive an email or text message to inform them when they have new mail in their PO Box.
- c. Signature on File – the option to simplify receipt of Priority Mail Express, mail insured for more \$200 and Signature Confirmation items, all of which may include an electronic Return Receipt request, by providing a signature kept on file by the Postmaster.

### 4.6 Fee Refund

#### 4.6.1 Calculation

When PO box service is terminated or surrendered by the customer, the unused portion of the fee may be refunded as follows:

- a. If service is discontinued at any time within the first 3 months of the 6-month (semi-annual) service period, then one-half of the fee is refunded.
- b. If service is discontinued after the beginning of the fourth month of the 6-month (semi-annual) service period, then none of the fee is refunded.
- c. If service is discontinued and the customer has prepaid for the next 6-month (semi-annual) service period, then the entire fee for that next period is refunded.
- d. If customers using the Automatic Renewal option choose a 3 month service period and service is discontinued anytime during that period, no refund is provided.

#### 4.6.2 Discontinued Postal Facility

When a postal facility is discontinued or relocated, a box customer at that facility may obtain a refund of unused box fees if box service at that location is discontinued and additional travel of 1/4 mile or more (from the physical address on the customer's Form 1093) is required to obtain equivalent service. For this purpose, one-sixth of a semiannual fee is refunded for each month left in the payment period. The refund is computed from the first day of that month (if the effective date of the facility discontinuance is on or before the 15th of the month) or from the first day of the next month (if the effective date is after the 15th of the month).



### 4.7 Keys and Locks

#### 4.7.1 Key Deposit

Two PO Box keys are initially issued to each new box customer. Except for new customers in Competitive PO Box groups 30-44, which has no key deposit for the first two keys, box customers must pay a refundable key deposit on each key. When box service is terminated, the key deposit is refunded to the customer for each key (including additional keys in 4.7.2) that is returned to the Post Office where the box was issued.

#### 4.7.2 Additional Key Fee

A box customer may obtain additional keys at the Post Office where the box is located by submitting Form 1094 and paying the refundable key deposit (4.7.1) and the non-refundable key fee (see [Notice 123—Price List](#)) for each additional key. Worn or broken keys are replaced without charge when returned to the Post Office where the box is located.

#### 4.7.3 Restrictions

A customer using a POvbox may not obtain or use keys other than those issued by the USPS.

#### 4.7.4 Lock Replacement

The box customer may request that the PO Box lock be changed by paying the non-refundable lock replacement fee in (see [Notice 123—Price List](#)). Lock fees are charged for replacing keyed locks and for re-setting combination locks. Customers may turn in PO Box keys for the old lock and get a refund of the key deposit. Two keys are provided with the new lock, with a refundable deposit for each key charged under 4.7.1.

#### 4.7.5 Late Fee Payment

The lock replacement fee also applies as a late payment charge when the customer renews a box more than 10 days after the renewal due date, whether or not the lock is actually changed.

### 4.8 Service Refusal or Termination

#### 4.8.1 Refusal or Termination

A postmaster may refuse to approve or may terminate PO Box service, including that of a Group E (free) PO Box customer, if: the applicant or box customer submits a falsified or incomplete application for box service; within the 2 years before submitting the application, the applicant physically abused a box or violated a standard on the use of a box; refuses to update information on the box application; conducts himself or herself in a violent, threatening, or otherwise abusive manner on postal premises or there is substantial reason to believe that the box is being or will be used for unlawful activities as described in 4.3.5 and 4.3.6. The customer is notified of the Postmaster's determination to refuse or terminate service and of the appeal procedures.

#### 4.8.2 Customer Appeal

The applicant or box customer may file a petition appealing the postmaster's determination to refuse or terminate service within 20 calendar days after notice as specified in the postmaster's determination. The filing of a petition prevents the



postmaster's determination from taking effect and transfers the case to the USPS Consumer and Industry Affairs, who issues the final agency decision. The Consumer Advocate's decision constitutes the final agency decision.

#### 4.8.3 Surrendered Box

A PO box is surrendered if:

- a. A box customer refuses or fails to pay the proper fees by the due date.
- b. A box customer submits a written notice to discontinue service.
- c. Any person other than the box customer attempts to renew service at the end of the period for which the box is issued.
- d. A box customer, or an appointed executor or administrator of a deceased box customer, submits a permanent change-of-address order, except as provided in [4.8.4d](#).
- e. A Group E residential box customer files a permanent change-of-address order and no other person listed on the Form 1093 files a new Form 1093 to become the box customer.

#### 4.8.4 Boxes Not Surrendered

A PO box is not surrendered if:

- a. A box customer dies or disappears before the end of the period for which the box is issued.
- b. A box customer submits a temporary change-of-address order.
- c. Except as provided in [4.8.4d](#), a change-of-address order is submitted by any person other than the box customer, or an appointed executor or administrator of a deceased box customer, for mail addressed to the box.
- d. A Group E residential box customer files a permanent change-of-address order and another person listed on the Form 1093 files a new Form 1093 to become the box customer.

## 5.0 Caller Service

### 5.1 Caller Service Fees

Fees are charged for each separation provided per semi-annual (6-month) period. See [Notice 123—Price List](#).

### 5.2 Basic Information

#### 5.2.1 Purpose

Caller service is a premium service available for a fee to any customer who:

- a. Requires more than free carrier service,
- b. Receives more mail than can be delivered to the largest installed Post Office box at the postal facility to which the caller's mail is addressed,
- c. Is required to use caller service by standard.



#### **5.2.2 Pickup**

Caller service does not include general delivery service. Customers who use this service pick up their mail at the Post Office call window or loading dock during the time period designated by the postmaster. Customers who receive mail for clients may participate in caller service subject to [1.0](#), and [2.0](#). Agreements between a postmaster and a caller that contravene the standards for caller service or its fees are not valid.

#### **5.2.3 Caller**

A caller is an individual, or the organization represented by the individual, signing the application.

#### **5.2.4 Service Types**

Reservation of caller numbers makes it possible for the caller of record to hold caller numbers for future use. Destination caller service is caller service provided at the postal facility to which the caller's mail is addressed. Origin caller service (accelerated reply mail) is described in [5.8](#).

#### **5.2.5 Caller Service Number**

The Address Management Service System (AMS) office assigns caller numbers. Customers may reserve caller numbers for future use or obtain caller services by paying the reserved caller number fee or caller service fee in [5.1](#). Subsequently, the postmaster or his designee will contact AMS which will issue the number. Availability of this service may be restricted and numbers are not issued immediately upon payment of the fee.

#### **5.2.6 Caller Service Number—Address Element**

Except under [5.2.7](#), caller service customers must use their assigned caller service number in their mailing address as their "Post Office Box" (PO Box) number, which should be placed immediately above the city, state, and ZIP+4 Code.

#### **5.2.7 Exemption**

A postmaster may exempt any customer continuously receiving firm holdout service since July 3, 1994, from the standard in [5.2.6](#) that correspondents must use the assigned Post Office box (caller service) number in the address.

#### **5.2.8 Restriction**

The USPS may restrict caller service if such service adversely affects postal operations.

#### **5.2.9 Required Use**

When mail for a customer's Post Office box(es) exceeds the capacity of the box(es) on 12 of any 20 consecutive business days (excluding Saturdays, Sundays, and national holidays), or when the customer seeks multiple caller service separations, the postmaster can require the customer to use caller service, change to a larger box, or use one or more additional boxes (subject to availability) to which mail will be addressed. A customer required to use caller service because of the mail volume received may, once per semiannual payment period, make a written request to the postmaster for a new determination of whether current mail volume requires continued use of caller service.

**5.2.10 U.S. Agencies and Schools**

Federal agencies and the various schools and departments within educational institutions are considered separate customers for [5.2.9](#).

**5.2.11 Eligible Customers**

Caller service may be provided to the following:

- a. A new customer planning to receive an incoming volume of mail that cannot fit into the largest available Post Office box.
- b. A customer wanting a Post Office box when a box is unavailable, and the postmaster determines that such service does not adversely affect postal operations.
- c. A customer formerly receiving firm holdout service.

**5.3 Service****5.3.1 Application**

To reserve a caller number for future use or to apply for caller service, the applicant must complete all relevant spaces on Form 1093, Application for Post Office Box or Caller Service, and submit it to any postal facility that provides public window service. The facility need not be the one where destination caller service is desired. An incomplete or falsified application is sufficient reason to deny or discontinue service. An application is not considered approved until the USPS verifies the applicant's identity.

**5.3.2 Transferring Service**

Caller service may be transferred, without payment of an additional fee, to a different facility of the same Post Office if that facility has caller service. To transfer service, the caller must submit a new application either to the facility where service is currently provided or to the facility where service is desired. A caller may transfer service no more than once in any semiannual payment period and must submit a completed Form 3575 at the time of transfer.

**5.3.3 Minor**

Caller service may be provided to a minor (a person under 18 years of age) unless the minor's parent or guardian submits a written objection to the postmaster.

**5.4 Conditions of Use****5.4.1 Mail Receipt**

An individual caller or organization may receive mail properly addressed to the caller number. Mail addressed only to a caller number is delivered to the caller so long as no improper or unlawful business is conducted. A caller who, as a regular practice, wants to call for mail at a postal facility more than once in any 24-hour period must obtain the postmaster's approval of the pickup schedule.

**5.4.2 Updating**

When any information required to be provided by the caller on Form 1093 changes, the caller must notify the Post Office of such changes.



#### **5.4.3 Unlawful Activity**

Caller service may not be used for, or in connection with, a scheme or enterprise that violates any federal, state, or local law; breaches an agreement between the caller and a federal, state, or local agency for the caller to discontinue a specified activity; or violates or attempts to evade any order of a court or administrative body.

#### **5.4.4 Forwarding**

Caller service may not be used when the primary purpose is to have the USPS forward or transfer mail to another address free of charge.

### **5.5 Basis of Fees and Payment**

#### **5.5.1 Caller Service Fee**

Customers must pay the caller service fee listed in [5.1](#). The fee must be paid for each caller number or separation used, with the following exceptions:

- a. If a caller receives mail addressed to many caller numbers but receives a bulk delivery of mail not separated to those numbers, the caller service fee is charged for the number to which the separation of mail is made. Reserved caller number fees are charged for all the remaining caller numbers to which mail is addressed.
- b. When a Post Office box service applicant is provided a single caller service separation because of a shortage of available Post Office boxes, then the fee charged is the fee for the largest installed Post Office box. In this instance, neither the caller service fee nor the reserved caller number fee is charged.

#### **5.5.2 Reserved Caller Number Fee**

Customers must pay the annual reserved caller number fee in [5.1](#) once each calendar year for each number reserved, subject to the following:

- a. Reserved caller number fees are not prorated. Customers who continue to reserve caller numbers for a new calendar year must make renewal payments before January 1st of the new calendar year.
- b. If a caller has reserved a number and subsequently receives mail separated to that number or otherwise notifies the Post Office that they intend to begin receiving mail addressed and separated to that number, the appropriate semi-annual fee for caller service will be charged. No refund for the reserved caller number fee will be made. If the customer continues to receive mail addressed for separation to the caller number, no reserved caller number fee will be charged for the following year.

#### **5.5.3 Fee Changes**

A change in caller service fees (including reserved number fees) can arise from a general fee change. Any change in caller service fees takes effect on the date of the action that caused the change unless an official announcement specifies another date. If a caller service fee is increased, no customer must pay at the new price until the end of the current service period, and no retroactive adjustment is to be made for a payment received before the date of the change. The fee charged is that in effect on the date of payment.

**5.5.4 Box Number**

If a caller uses a physical Post Office box to obtain a caller number, the applicable fees for both Post Office box service and caller service must be paid.

**5.5.5 Payment**

The basic caller service fee is for a 6-month period. The fee must be paid in advance for each 6-month period. The fee may be paid for two periods at a time (i.e., up to 1 year in advance), but not more. The fee that must be paid is the one that is in effect on the day that the fee is paid. Fees may be paid using cash, credit or debit card, or check or money order payable to the postmaster. A mailed payment must be received by the postmaster on or before the due date.

**5.5.6 Caller Service Fee Payment Period**

Except under 5.5.8, the beginning date for a caller fee payment period is determined by the approval date of the application. The period begins on the first day of either the same month if the application is approved on or before the 15th of the month, or the next month if approved after the 15th of the month. After that, caller fees for renewal of service may be paid any time during the last 30 days of the service period, but no later than the last day of the service period.

**5.5.7 Change of Caller Service Fee Payment Period**

A caller of record may change the payment period by submitting a new application noting the month to be used as the start of the revised payment period. The date selected must be before the end of the current payment period. The unused fee for the period being discontinued may be refunded under 5.6, and the fee for the new payment period must be fully paid in advance. A change of payment period date may not be used to circumvent a change in caller service fees.

**5.5.8 Exception**

Postmasters at offices with fewer than 500 Post Office boxes may set April 1 and October 1 as the beginning of payment periods for caller service customers in their offices. Payment periods beginning other than April 1 or October 1 are brought into alignment with these respective dates by adjusting fees as follows:

- a. New service, one-sixth of the semiannual fee is charged for each remaining month between the beginning of the new payment period and the next April 1 or October 1.
- b. Existing service, one-sixth of the semiannual fee is charged for each remaining month between the end of all currently paid periods and the next April 1 or October 1.
- c. Next one or two semiannual payment periods, an adjustment may be accepted in addition to fees.

**5.6 Fee Refund****5.6.1 Discontinued Number**

When caller service is terminated or surrendered by the customer, the unused portion of the fee may be refunded as follows:

- a. If service is discontinued any time within the first 3 months of the service period, then one-half of the fee is refunded.



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- b. If service is discontinued after the beginning of the fourth month of the service period, then none of the fee is refunded.
- c. If service is discontinued and the customer has prepaid for the next semiannual service period, then the entire fee for that next period is refunded.

#### **5.6.2 Discontinued Postal Facility**

When a postal facility is discontinued or relocated, a caller service customer at that facility may obtain a refund of unused caller service fees if caller service at that location is discontinued and additional travel of 1/4 mile or more (from the physical address on the caller's Form 1093) is required to obtain equivalent service. For this purpose, one-sixth of a semiannual fee is refunded for each month left in the payment period. The refund is computed from the first day of that month (if the effective date of the facility discontinuance is on or before the 15th of the month) or from the first day of the next month (if the effective date is after the 15th of the month).

#### **5.6.3 Reserved Number Fee**

The reserved number fee is not refundable.

### **5.7 Service Refusal or Termination**

#### **5.7.1 Refusal**

A postmaster may refuse to approve caller service if the applicant submits a falsified or incomplete application for caller service; within the 2 years immediately before submitting the application, the applicant violated a standard on the use of the service; or there is substantial reason to believe that the service is to be used for activities described in [5.4.3](#), or [5.4.4](#).

#### **5.7.2 Termination**

A postmaster may terminate caller service if the caller or its representative falsifies the application for the service; refuses to update information on the application; violates any standard on the use of the service; conducts himself or herself in a violent, threatening, or otherwise abusive manner on postal premises; or uses it for any unlawful activity as described in [5.4.3](#). The caller is notified of the postmaster's determination to refuse or terminate service and of the appeal procedures to that determination.

#### **5.7.3 Customer Appeal**

The applicant or caller may file a petition opposing the postmaster's determination to refuse or terminate service within 20 calendar days after notice, as specified in the postmaster's determination. The filing of a petition prevents the postmaster's determination from taking effect and transfers the case to the USPS Consumer Advocate. The Consumer Advocate's decision constitutes the final agency decision.

#### **5.7.4 Surrendered Service**

Caller service is deemed surrendered if the caller submits a permanent change-of-address order, fails or refuses to pay the appropriate fees by the due date, or submits a written notice to discontinue service.

## 5.8 Accelerated Reply Mail (ARM)

### 5.8.1 Purpose

Accelerated reply mail (ARM) is *origin caller service* provided at a postal facility other than the one to which the caller's mail is addressed. ARM is subject to the applicable standards for caller service and the additional standards in [5.8](#).

### 5.8.2 Applicability

ARM must be obtained at an originating mail processing facility that is fully automated to process prebarcoded mail.

### 5.8.3 Barcoding

The caller's mail must meet the standards for barcoded First-Class Mail and must be certified by the mailpiece design analyst at the origin facility where ARM service is requested. The barcode on the mailpiece must represent the ZIP+4 code or the mailer's unique 5-digit ZIP Code printed on the mailpiece.

### 5.8.4 FIM A

The caller's mail must bear facing identification mark (FIM) A.

### 5.8.5 Caller Service

Caller service must also be obtained at the destinating postal facility. The address on all mailpieces to be received through ARM must be the Post Office box address assigned where destination caller service is authorized. Mailpieces that show a dual address must show only the Post Office box on the line immediately above the city, state, and ZIP Code line.

### 5.8.6 Mailer Receipt

The mailer may either pick up ARM at the origin facility caller service window or have it reshipped, through Priority Mail Express Custom Designed Service, to the destination caller service address or to another address specified by the mailer in the Custom Designed Service Agreement. To change the destination address on the Custom Designed Service Agreement, the mailer must provide a 30-day advance notice and submit an amended ARM application, completing only the "Applicant Information" and "Priority Mail Express Reship."

### 5.8.7 CMRA

An applicant who is a commercial mail receiving agent (CMRA) must also meet the applicable standards in [1.0](#), and [2.0](#).

### 5.8.8 Mailer Compliance

An applicant for ARM must meet the application procedures in [5.3](#). Besides completing Form 1093, an applicant for ARM must also complete Form 8061 and submit both forms to the facility where ARM service is desired.

### 5.8.9 USPS Actions

ARM service is not provided until the USPS verifies the applicant's identity and service availability at the requested facility, and makes scheme preparations.

### 5.8.10 ARM Assignment

When the application is approved and the caller service fee received, an ARM number is assigned. A separate basic fee must be paid for each facility where ARM service is provided.



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### **5.8.11 Transfer**

An ARM authorization may not be transferred to another facility.

### **5.8.12 Past-Due Caller Fee**

Payments for ARM service must be received at least 45 days before the applicable semiannual period. Payment of the renewal fee is due at least 45 days before the last day of the last month of the current period. Payment may be made for the next semiannual or annual period, as appropriate. If, on notice, the customer does not pay the fee by the 30th day before the end of the current payment period, the barcode sortation scheme is revised to remove the separation for the caller. Once that change is made, the caller must reapply to obtain further ARM service.

### **5.8.13 Refund**

A refund is made only for future prepaid periods if a caller discontinues ARM service. No refund is made for the remaining part of the current fee period.

## **6.0 General Delivery**

### **6.1 Purpose**

General delivery is intended primarily as a temporary means of delivery:

- a. For transients and customers not permanently located.
- b. For customers who want Post Office box service when boxes are unavailable.

### **6.2 Service Restrictions**

General delivery is normally available at only one facility under the administration of a Post Office with multiple facilities. A postmaster may authorize more than one facility to offer general delivery service in accordance with customer and operational needs. A customer may use only one such location. A postmaster may refuse or restrict general delivery:

- a. To a customer who is unable to present suitable identification.
- b. To a customer whose mail volume or service level (e.g., mail accumulation) cannot reasonably be accommodated.

### **6.3 Delivery to Addressee**

A general delivery customer can be required to present suitable identification before mail is given to the customer. Prior to mailing, customers should contact the destination Post Office to determine the authorized facility or facilities and their applicable ZIP Code(s).

### **6.4 Holding Mail**

Each general delivery mailpiece is held for no more than 30 days, although a shorter time period may be requested by the sender.



## 7.0 Hold For Pickup

### 7.1 Fees and Postage

#### 7.1.1 Postage Payment Methods

Hold For Pickup service is available when presented at retail Post Office locations (Priority Mail Express only) or, for the mail classes listed under [7.2.2](#), when postage is paid by:

- a. Click-N-Ship.
- b. Registered end-users of USPS-approved PC Postage products.
- c. Permit imprint.
- d. USPS-approved Information-Based Indicia (IBI) postage meters.
- e. A mailer's Centralized Account Processing System (CAPS) account when used with a Package Intercept request.

#### 7.1.2 Electronic Labels

When customers privately print an electronic "Hold For Pickup" label and exchange electronic files with USPS through an approved file transfer protocol (FTP), they qualify for the electronic USPS Tracking price.

### 7.2 Basic Information

#### 7.2.1 Description

Hold For Pickup service is available at the time of mailing for mailers meeting the standards in [7.0](#), and allows mailpieces to be held at a designated Post Office location for pick up by a specified addressee or designee. When the destination Post Office has the addressee's contact information, an email or text notice is sent that a package is available for pickup. This service provides the shipper with tracking information, including the date and time that the addressee took possession of the item. If the item has not been picked up within 5 days (3 days for Priority Mail Express), the Post Office makes a second notification attempt, and returns the item to the sender if not picked up within 15 days (5 days for Priority Mail Express).

#### 7.2.2 Basic Eligibility

Hold For Pickup service is available at retail Post Office locations for Priority Mail Express presented under [113.4.2](#) or [113.4.3](#). It is also available with commercial mailings of Priority Mail Express presented under [213.4.2](#) or [213.4.3](#), Priority Mail (except Critical Mail), First-Class Package Service, Parcel Select Nonpresort, Parcel Select Lightweight, and Bound Printed Matter parcels, when:

- a. Mailpieces bear an applicable Priority Mail Express label (under [115.2.1](#) or [215.2.1](#)) or Hold For Pickup label with an Intelligent Mail package barcode (meeting the technical standards under [708.5.0](#) and in Publication 199), as applicable.
- b. For electronic option (for commercial mailings), mailers establish an electronic link with USPS to exchange acceptance and delivery data. If the electronic option is requested for Hold For Pickup service for all of the pieces in the mailing and the mailing consists of pieces of identical weight, then postage may



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be paid by any method in [7.1.1](#). If the pieces are not of identical weight, then either the exact postage must be affixed to each piece or postage must be paid with permit imprint using eVS ([705.2.9](#)).

- c. At least one of the authorized extra services must be combined with Hold For Pickup service to be available for Bound Printed Matter parcels.

#### **7.2.3 Additional Eligibility Standards**

Parcels must meet these additional physical requirements:

- a. The surface area of the address side of the parcel must be large enough to completely and legibly contain the delivery address, return address, postage, markings, endorsements, and extra service labels.
- b. Except as provided in [7.2.3c](#), Parcel Select Nonpresort and Parcel Select Lightweight parcels must be greater than 3/4 inch thick at the thickest point.
- c. If the mailpiece is a machinable parcel under [201.7.0](#) and is no greater than 3/4 inch thick, the contents must be prepared in a container that is constructed of strong, rigid fiberboard or similar material or in a container that becomes rigid after the contents are enclosed and the container is secured. The parcel must be able to maintain its shape, integrity, and rigidity throughout processing and handling without collapsing into a letter-size or flat-size piece.

#### **7.2.4 Ineligible Matter**

Hold For Pickup service is not available for the following:

- a. First-Class Mail letter-size and flat-size pieces.
- b. Mail addressed to APO/FPO and DPO destinations.

#### **7.2.5 Extra Services**

Hold For Pickup service may be combined with Package Intercept (under [507.5.0](#)) or any of the following extra services (meeting the applicable standards under [503](#)):

- a. USPS Tracking.
- b. Insured mail.
- c. Signature Confirmation.
- d. Adult Signature Required and Adult Signature Restricted Delivery
- e. COD.

### **7.3 Preparation Definitions and Instructions**

Except for Priority Mail Express Hold For Pickup presented at retail Post Office locations, mailers or their agents must prepare mailpieces bearing the “Hold For Pickup” label as follows:

- a. Exchange electronic files with USPS through an approved file transfer protocol to notify the addressee when a parcel is available for pickup or to notify the mailer that items are available to be picked up as “return to sender.”
- b. Affix an address label that has been approved by the National Customer Support Center (NCSC) (see [608.8.1](#) for address).

- c. In addition to the markings defined in 7.0, address labels on a Hold For Pickup mailpiece must meet the technical standards in the Parcel Labeling Guide available on [RIBBS](#).

## 8.0 Firm Holdout

### 8.1 Purpose

Firm holdout service allows a customer to obtain street-addressed mail from the Post Office when the customer normally receives 50 letters or more on the first delivery trip, or when the customer is a news agent or publisher's representative and receives publications that qualify for newspaper treatment.

### 8.2 Obtaining and Using Service

To obtain firm holdout service, a customer must fill out Form 3801. The form must include the signature of each employee or agent authorized to pick up the mail. There is no fee for firm holdout service. On the postmaster's approval, based on the availability of resources, the customer may pick up mail at a postal unit once each delivery day at the time and place of delivery specified by the postmaster.

### 8.3 Service Cancellation

A customer may cancel a firm holdout at any time. The postmaster may cancel firm holdout service when the mail volume falls below the 50-piece requirement on each delivery day over a 30-day period. The postmaster may also cancel the service when the mail is not picked up for 10 consecutive days and the customer does not arrange with the postmaster to hold the mail. A customer may not request restoration of the service for 1 year after its cancellation.

## 9.0 Pandering Advertisements

### 9.1 Prohibitory Order

#### 9.1.1 Initiation by Addressee

Pursuant to 39 USC 3008, an addressee who receives a solicited or unsolicited advertisement offering for sale matter that, in the addressee's sole discretion, is "erotically arousing or sexually provocative," may, by completing Form 1500, obtain a prohibitory order directing the mailer of the advertisement to refrain from making further mailings to that addressee. Using this form is not mandatory if the information that the form solicits is in a signed written statement.

#### 9.1.2 Deceased

A person entitled to receive mail addressed to a deceased person is regarded as the addressee of such mail for obtaining a prohibitory order in the name of the deceased.

#### 9.1.3 Addressed to Job Title

A person authorized to receive mail addressed to a job title (e.g., sales manager) of any business, government agency, or institution, is regarded as the addressee of such mail for obtaining a prohibitory order covering such job title.



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### **9.1.4 Apparent Authority**

Any person with apparent authority to act for a business, governmental, or institutional addressee is regarded as the addressee of such organization's mail for obtaining a prohibitory order in the name of such organization.

### **9.1.5 Applying for Order**

The application for prohibitory order may be submitted at any Post Office and must be accompanied by the advertisement on which the application is based, and its opened envelope or other cover or wrapper. When applying for a prohibitory order, if the addressee receives mail at more than one address, the addressee should complete an additional Form 1500 for each address.

### **9.1.6 Applying for Order On Behalf of Children**

An addressee who is the parent of one or more children less than 19 years of age residing with that parent may request an order on behalf of any or all such children. If the parent of any such child determines that matter offered for sale in an advertisement addressed to the child is "erotically arousing or sexually provocative," the parent may request issuance of an order prohibiting further mailings to such child. This order is not enforced for mailings received by such person after that person reaches 19 years of age. Such person, however, may ratify the order by giving written notice to the manager of the Prohibitory Order Processing Center (see [608.8.0](#) for address) that the order is to continue in effect for himself or herself.

### **9.1.7 Effects of Prohibitory Order**

The prohibitory order forbids the mailer, his or her agents, or assigns from making further mailings to the designated addressees, effective on the 30th calendar day after the mailer's receipt of the order; directs immediate deletion of such addressees from all mailing lists owned or controlled by the mailer, his or her agents, or assigns; and prohibits any sale, rental, exchange, or other transaction by the mailer, his or her agents, or assigns, involving mailing lists bearing the names of the designated addressees.

### **9.1.8 Continuing Order With Address Change**

An addressee protected by a prohibitory order who has a permanent change of mailing address may continue the protection provided by the order by notifying the mailer of his or her change of address and desire to have the order honored for the new address. The notification must be sent by Certified Mail, return receipt requested. To enforce any violation of the order at the new address, a copy of the notification and return receipt must be submitted to the manager of the Prohibitory Order Processing Center (see [608.8.0](#) for address). Such written notification must modify the order by substituting the new address for the address designated in the original or previously modified order. An order thus modified takes effect in the same manner as the original order.

### **9.1.9 Denying Application**

A prohibitory order is not issued when the application is based on any of these:

- a. The request of a person who the USPS finds does not qualify under any of the foregoing paragraphs of this section.
- b. A mailpiece that the USPS finds does not offer matter for sale.

- c. A mailpiece not originating with the person against whom the order is sought (e.g., a newspaper or magazine not mailed by the person on whose advertisement the application is based).
- d. A mailpiece received by a foreign addressee who has no regular mailing address at which mail is delivered directly by the USPS.
- e. A mailpiece sent by a mailer not subject to U.S. jurisdiction.
- f. A basis in any other way insufficient under the statute.

#### **9.1.10 Abandoned Applications**

An applicant for a prohibitory order or its enforcement is deemed to have abandoned the application if the applicant fails to comply, within 60 days, with any USPS request to supplement, correct, or complete the application. The USPS does not keep abandoned applications.

#### **9.1.11 Voiding Orders**

A prohibitory order is considered void on expiration of 5 years from the date of issuance, except that, when application for enforcing a prohibitory order is made, it is not considered void until expiration of 5 years from the last application for enforcement. USPS files on such void orders may be disposed of, if a record is kept of the disposal of each such file and the reason for the disposal.

#### **9.1.12 Availability of Remedies**

The fact that a name and address is on the USPS list of persons not wanting to receive sexually oriented advertisements through the mail does not limit or affect the authority of the USPS to issue a prohibitory order protecting such name and address. The issuance of a prohibitory order also does not limit or affect the authority of the USPS to list, under [10.0](#), the name and address protected by such prohibitory order.

## **9.2 Taking Action Against Violations**

### **9.2.1 Requesting Enforcement**

If a person protected by a prohibitory order who receives a mailpiece apparently in violation of such order opens the envelope or other outside cover of such piece and writes on it the identifying number of the prohibitory order (if known) and a statement indicating receipt by mail and the date of receipt (for example, "I received this mailpiece on [date]."), followed by the person's signature. The person submits the piece directly, or through a Post Office, to the Prohibitory Order Processing Center. Such submission constitutes an application for enforcing the order.

### **9.2.2 Enforcement**

When the USPS finds, after appropriate administrative proceedings under prohibitory order Standard Operation Procedures (formerly Notice 241) and 39 CFR 963, that enforcement is warranted, it requests the U.S. Department of Justice to seek a court order directing compliance with the prohibitory order.



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## 10.0 Sexually Oriented Advertisements

### 10.1 Basic Information for Sexually Oriented Advertisements

#### 10.1.1 Definition

39 USC 3010(d) defines *sexually oriented advertisement* as “any advertisement that depicts, in actual or simulated form, or explicitly describes, in a predominantly sexual context, human genitalia, any act of natural or unnatural sexual intercourse, any act of sadism or masochism, or any other erotic subject directly related to the foregoing.” It also provides that “material otherwise within the definition of this subsection shall be deemed not to constitute a sexually oriented advertisement if it constitutes only a small and insignificant part of the whole of a single catalog, book, periodical, or other work the remainder of which is not primarily devoted to sexual matters.”

#### 10.1.2 Legal Means

Section 3010 of Title 39 USC provides members of the public with a means to protect themselves and their minor children from receiving unsolicited sexually oriented advertisements through the mail. This section permits any person served by the USPS to file with the USPS a statement that he or she does not want to receive such advertisements through the mail. Any mailer who sends that person an unsolicited sexually oriented advertisement more than 30 days after the date when the USPS adds that person's name to its reference list of those who want this protection may be subject to civil and criminal sanctions, under 39 USC 3011 and in 18 USC 1735-37.

#### 10.1.3 Mailer Responsibility

The responsibility for ensuring that no unsolicited sexually oriented advertisement is sent through the mail to any person in violation of section 3010 is placed by that section on the mailer of such advertisements. No USPS regulations may be used to place this responsibility on the USPS.

#### 10.1.4 Complying With Law

A person who mails sexually oriented advertisements only to persons who request to receive them does not violate the statute or regulations, if otherwise in compliance with the law whether buying and using the USPS list.

### 10.2 Applying for Listing

#### 10.2.1 USPS Form

A person may invoke the protection of section 3010 by completing and filing, with any postmaster or designated USPS representative, Form 1500, available at Post Offices.

#### 10.2.2 Authorized Filers

A person may file in his or her own behalf and in behalf of any of that person's children under the age of 19 years who reside with that person or are under his or her care, custody, or supervision. An authorized officer, agent, fiduciary, surviving spouse, or other representative, may file in behalf of a corporation, firm, association, estate, or deceased or incompetent addressee.

**10.2.3 Five-Year Retention on List**

A person's name and address are kept on the list for 5 years, unless a request for revocation is filed sooner by that person. A person must file a new application at the end of the 5-year period to keep his or her name on the list. The names and addresses of minor children are removed from the list after the 5-year period or when they reach 19 years of age, whichever comes first. A minor must file an original application in his or her own behalf if the minor wants his or her name to remain on the list after reaching 19 years of age.

**10.2.4 Applications for Different Addresses**

The filing of a single application results in the listing of a single address for the person filing. A person who moves must file a new Form 1500 to receive the protection of section 3010 at his or her new address. Form 3575 may not be used for this purpose.

**10.2.5 Using Listed Addresses**

It is not a violation of section 3010 to mail a sexually oriented advertisement to a person at an address other than that which is shown for that person on the list. It is a violation to mail such an advertisement to that person at the address shown for that person even though he or she has moved from that address.

**10.3 Requesting Removal From List****10.3.1 Removal**

A person, at any time, may request the removal of his or her name and address, or that of one or more of his or her minor children, from the list by notifying the manager of the Pricing and Classification Service Center (see [608.8.0](#) for address).

**10.3.2 Receipt After Removal**

It is not evidence of a violation of section 3010 if a person (or that person's minor child) receives a sexually oriented advertisement in the mail on or after the date he or she requests the removal of his or her name from the list or his or her minor child's name.

**10.4 Availability of USPS Lists****10.4.1 General**

Copies of the list and/or periodic amendments to the list are available to any person paying the annual service fee. The list is provided on a CD-ROM. Information about or requests for the list must be submitted to the manager of the Pricing and Classification Service Center (see [608.8.0](#) for address). A certified or cashier's check made payable to the USPS must be received in payment before the list is provided to the buyer. More information on CD-ROM format can be obtained from the manager.

**10.4.2 Annual Service Fee**

The annual service fee is determined by dividing the number of buyers for the previous calendar year into the total cost to the USPS of compiling, processing, printing, and distributing the list.



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### 10.4.3 Using Lists

This list may be used by a mailer only to protect persons whose names appear on it from receiving unwanted sexually oriented advertisements through the mail. No person, including a subscriber to the list, may use the list for any other purpose, and no person may sell, lease, rent, lend, exchange, or license another to use this list for any other purpose, including its use by another to remove names from a list of persons to whom sexually oriented advertisements are to be sent. No person may use the list or a copy of the list for preparing mailings or other lists for sale, lease, rent, loan, exchange, or use by another. Violators are subject to criminal prosecution.

### 10.5 Envelope Marking

Section 3010(a) authorizes and directs the USPS to provide a mark or notice that must be placed on the envelope or cover of any sexually oriented advertisement sent through the mail, with the sender's name and address. The following provisions implement this authority and direction:

- a. Any person who mails or causes to be mailed any sexually oriented advertisement must place in the upper left corner of the exterior face of the mailpiece, whereon appear the address designation and postmarks, postage stamps, or indicia thereof, the sender's name and address. In the right portion below the postage stamp, or indicia thereof, and above the addressee designation, there must be placed "Sexually Oriented Ad." The words "Sexually Oriented Ad," however, need not be placed on the exterior envelope or cover of a mailpiece containing such an advertisement, if the contents of the mailpiece are enclosed in a sealed envelope or cover, inside the exterior envelope or cover, and the sealed envelope or cover bears conspicuously the words "Sexually Oriented Ad."
- b. The name and address of the sender and the required legend, if it is placed on the exterior face of the mailpiece, must be printed in a type size no smaller than that used for any other word on the envelope or other cover, and never smaller than 12-point type. Such type must be no less conspicuous than the boldest type used to print other words on the exterior face of the mailpiece.
- c. The contrast between the background and printing of the sender's name and address and the contrast between the background and the printing of the required notice must be no less than the contrast between the background and printing of any other word on the envelope or other wrapper.
- d. A clear space no less than 1/4 inch wide must surround the sender's name and address and the required notice, separating each from any other matter on the same envelope or cover.

### 10.6 Violations

This is a partial list of conduct that may violate 39 USC 3010 or 18 USC 1735:

- a. The mailing of a sexually oriented advertisement in an envelope or other wrapper that does not bear the name and address of the sender and the legend "Sexually Oriented Ad," under [10.5](#).
- b. The mailing directly or indirectly of a sexually oriented advertisement to a person whose name and address are on the list for more than 30 days.



- c. The sale, loan, lease, or licensing of the use of the list or a copy thereof in whole or in part.
- d. The use of the list or a copy of it in whole or in part for any purpose other than to ensure that no mailings of sexually oriented advertisements are made to persons on the list.

**10.7 Reporting Unsolicited Advertisements**

**10.7.1 Submitting a Report**

Anyone who wants to report receipt of an unsolicited sexually oriented advertisement after an addressee's name and address are on the list for more than 30 days should submit to any postmaster, or directly to the Pricing and Classification Service Center manager, the entire mailpiece, including the envelope or other wrapper. The piece must have been opened by the addressee. When submitting the piece, the addressee must endorse the envelope or other wrapper and also the inside contents in substance as follows: "I received this mailpiece on [date]," and sign the statement. If received by the postmaster, the piece must be forwarded promptly to the Pricing and Classification Service Center (PCSC). The PCSC then forwards the piece to the appropriate Inspection Service Field Division Office.

**10.7.2 Verifying Inclusion on List**

A customer wanting to verify inclusion on the list should write to the Pricing and Classification Service Center (PCSC) (see [608.8.0](#) for address).



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**Additional Services: Sexually Oriented Advertisements**

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508.10.7.2