

LEASE

LANDLORD/OPERATOR: BUDGET SELF STORAGE
FACILITY: BUDGET SELF STORAGE

TENANT/OCCUPANT:

Name: _____
Address: _____
City, State, Zip: _____
Home Phone: _____
Work Phone: _____
Cell Phone: _____
Email Address: _____
Date of Birth: _____
Drivers License: _____
Issuing State: _____

ENTRANCE ACCESS CODE: _____
(Tenant picks 4 Digits)

EMPLOYER:

Name: _____
Address: _____
Phone: _____

TENANT/OCCUPANT'S ALTERNATE CONTACT PERSON

Name: _____
Address: _____
City, State, Zip: _____
Phone: _____

Note: Alternate contact person has limited access to the Leased Space. Initial here if you wish to grant this person full access. _____

AMOUNT DUE MONTHLY

Monthly Rent: _____ \$
Tax: _____

OTHER MONTHLY CHARGES (specify): _____

TOTAL DUE MONTHLY: _____ \$

LEASED SPACE: _____

LEASE START DATE: _____

RENT DUE DATE: First of Each Month

Tenant/Occupant certifies that Tenant/Occupant has read all of this Lease, including:

- ____ Vehicle Storage Addendum;
- ____ Terms and Conditions; and Rules

____ Tenant/Occupant understands that all of the provisions of the Lease, including attachments and

SIGNATURES

TENANT/OCCUPANT:

X _____

PRINT NAME: _____

DATE: _____

addenda, as set forth below are part of this Lease.

LATE FEE#1 AMOUNT: \$7

BOUNCED CK FEE: \$35

CERTIFIED LETTER: \$10

SECURITY DEPOSIT: \$

LOCK CUTTING FEE: \$10

AUCTION FEE: _____

ADVERTISING/LIEN PROCESSING FEE: \$25

OTHER FEES: _____

1. Tenant/Occupant discloses to Landlord/Operator that the following types of property will be stored at the Leased Space:

____ Documents, files or electronic data containing financial, medical, legal or passport information about Tenant/Occupant's customers, clients or patients (except Tenant/Occupant's personal records).

____ Pharmaceuticals(except those dispensed by a pharmacy for Tenant/Occupant's personal use).

____ Alcoholic beverages

____ Firearms

2. Section 48-11-3 of the New Mexico Statutes requires self-storage occupants to disclose all lien holders and secured parties. All lien holders and secured parties with an interest in property to be stored at the Leased Space are as follows:

DESCRIPTION OF PROPERTY:

IDENTITY OF LIENHOLDER:

Name

Address

City

State

Zip

3. ____ Initial here if Tenant/Occupant elects to receive notices electronically at (email)

_____.

All terms, including Rent and other charges are subject to change upon thirty (30) days prior written notice to Tenant/Occupant. Continued occupancy after the effective date of any change constitutes Tenant/Occupant's agreement to be bound by the change.

1. **TERM.** Landlord/Operator grants to Tenant/Occupant a month-to-month tenancy in real property pursuant to the terms of this Lease. The tenancy begins on the Lease Start Date and automatically renews each Rent Due Date thereafter for a one (1) month period. Prior to any renewal date, either Landlord/Operator or Tenant/Occupant can give not less than thirty (30) days prior written notice to the other party that this Lease is not being renewed.

2. **NON-RENEWAL.** Either party may cause this Lease not to renew for the next monthly term by giving not less than thirty (30) days prior written notice to the other party. Upon non-renewal, prepaid rent shall not be refunded. Tenant/Occupant's non-renewal is only effective if the Leased Space is empty and no default then exists under this Lease. Any property left in the Leased Space or at the Facility after a lien sale or after Tenant/Occupant has moved out shall be deemed abandoned by Tenant/Occupant, and Landlord/Operator may discard, destroy or otherwise dispose of such property as it sees fit.

3. **MONTHLY RENT.** Rent must be received by Landlord/Operator by the Rent Due Date, without notice or invoice to Tenant/Occupant. If rent has been prepaid and the Rent amount is increased, the new rate will be charged against such prepayment and Tenant/Occupant shall immediately pay all additional amounts due to Landlord/Operator. Rent will be charged for each period in which any access controller is not returned (if any), any lock is not removed and/or Tenant/Occupant is otherwise occupying the Leased Space. In no event shall any rent be refunded, even if this Lease is terminated.

4. **SECURITY DEPOSIT.** Landlord/Operator will refund the Security Deposit, if any, within 30 days after the end of this Lease; provided, however, no Security Deposit shall be refunded to Tenant/Occupant unless:

- A. All property has been removed from the Leased Space;
- B. The Leased Space is in good condition;
- C. Tenant/Occupant is not in default under this Lease;
- D. Tenant/Occupant does not owe any money to Landlord/Operator; and/or,
- E. Tenant/Occupant has given the required notice.

Landlord/Operator may use the Security Deposit to repair, restore and clean the Leased Space, and to satisfy any obligation of Tenant/Occupant to Landlord/Operator.

5. **DISHONORED PAYMENT FEE.** Tenant/Occupant agrees to pay Landlord/Operator, in cash, a dishonored payment fee in the amount specified above if any non-cash payment is uncollectable, defective or dishonored.

6. **LATE FEE.** Landlord/Operator may charge the Late Fee specified above for each month that Tenant/Occupant does not pay all amounts owed pursuant to this Lease by the day specified as to when the Late Fee Accrues.

7. **OTHER FEES.** If one or more Other Fees are specified, each such fee is a one-time, non-refundable fee, unless otherwise specified.

8. **CHANGE IN CHARGES.** Landlord/Operator, upon not less than thirty (30) days written notice to Tenant/Occupant, may change the Monthly Rent, tax, insurance, Tenant/Occupant protection plan, other monthly charges, fees and/or other terms and provisions of this Lease. By continuing occupancy at the Leased Space, Tenant/Occupant agrees to the modifications in this Lease made by Landlord/Operator.

9. **PAYMENTS.** Once a default by Tenant/Occupant has occurred, Landlord/Operator may require that Tenant/Occupant make all future payments by cash, money order or cashier's check. Payments by check will not be accepted on the day of move out. If Tenant/Occupant occupies multiple spaces, Landlord/Operator will apply any rent payment equally among all spaces for which rent is owed. Landlord/Operator may accept or reject partial payments at its sole discretion. Landlord/Operator's acceptance of a partial payment is not a waiver of its right to full payment and does not:

- A. Limit the exercise of Landlord/Operator's rights and remedies for lack of full payment;
- B. Restart the period of a nonpayment default; or,
- C. Stop or impede any of Landlord/Operator's default remedies then in process.

10. **USE OF SPACE.** Tenant/Occupant shall have exclusive possession of the Leased Space. No bailment is created under this Lease. Tenant/Occupant acknowledges that neither the Leased Space nor the Facility are suitable for the storage of collectibles, heirlooms, jewelry, works of art or any property having special or sentimental value to Tenant/Occupant. Tenant/Occupant agrees not to store any such property in the Leased Space and shall hold Landlord/Operator harmless from any and all claims, liabilities and damages related to such property. Tenant/Occupant agrees not to store any food, perishables, fertilizers, pesticides, explosives, ammunition, oxygen cylinders, contraband, infectious, inflammable or odorous materials, hazardous or toxic materials (as defined by law) or living things or organisms in the Leased Space. Tenant/Occupant agrees to not:

- A. Use the Leased Space as a residence, work-space or for gatherings; and/or,
- B. Modify, alter or damage the Leased Space.

At the end of the Term or earlier termination of this Lease, Tenant/Occupant shall return the Leased Space to Landlord/Operator in the same condition as delivered, broom clean, reasonable wear and tear excepted. Tenant/Occupant agrees to comply with all applicable laws, ordinances and regulations. No person, pet or other living thing may stay overnight at the Leased Space. Tenant/Occupant shall not engage in, facilitate or permit any illegal activity (including but not limited to any activity related to drugs) or criminal activity in the Leased Space or at the Facility. Tenant/Occupant authorizes Landlord/Operator to release information in the event of a police investigation. Tenant/Occupant shall not create a nuisance and Tenant/Occupant shall not disturb the peace. Tenant/Occupant shall be liable for all costs arising from the presence of prohibited materials in the Leased Space, including the costs of removal and disposal. Loitering at the Leased Space is prohibited.

11. **ACCESS.** Tenant/Occupant shall have exclusive possession of the Leased Space. Access to the Leased Space is by way of an access code to the Facility. Unless in default, Tenant/Occupant and any person having Tenant/Occupant's access code shall have access to the Leased Space, except that Landlord/Operator may place reasonable restrictions on Tenant/Occupant's access for health, safety, security, maintenance, repair, construction, improvement and other good reasons. The person(s) identified as an Alternate Contact Person shall have the same access to the Leased Space as Tenant/Occupant if Tenant/Occupant dies, becomes legally incapacitated (as determined by a court), is incarcerated or is on active military duty. If the "full access" box on the front of the Lease is initialed, then the Alternate Contact Person shall have the same access to the Leased Space as Tenant/Occupant. Any access to the Leased Space granted to persons other than Tenant/Occupant shall be deemed to be for the use and benefit of Tenant/Occupant, and such persons are not deemed Tenant/Occupants, users or beneficiaries under this Lease.

12. **LANDLORD/OPERATOR INSPECTION.** Tenant/Occupant grants Landlord/Operator the right to enter and inspect the Leased Space and anything contained in the Leased Space. Landlord/Operator shall give Tenant/Occupant at least one (1) day notice if Landlord/Operator's entry is for the purpose of repair, maintenance, improvements, to supply necessary or agreed services, to determine compliance with the terms of this Lease or for any other reasonable purpose. Notwithstanding the foregoing, Landlord/Operator may immediately enter the Leased Space without notice to Tenant/Occupant in the event of an emergency. Landlord/Operator reserves the right to remove property from the Leased Space as necessary for any of the above purposes.

13. **INSURANCE.** Tenant/Occupant, at Tenant/Occupant's expense, shall obtain and maintain such insurance as is desired by Tenant/Occupant covering the property located at the Leased Space; including but not limited to any insurance covering claims based upon fire, theft or damage. Tenant/Occupant shall also obtain general liability insurance regarding all property located at the Leased Space and/or at the Facility. Landlord/Operator carries no insurance on the property in the Leased Space. All insurance policies obtained by Tenant/Occupant shall provide that Tenant/Occupant's insurance company shall not be subrogated to any claim of Tenant/Occupant against Landlord/Operator or Landlord/Operator's agents, guests, employees, principals and other representatives. Tenant/Occupant shall provide to Landlord/Operator proof of all of the required insurance covering or related to the items stored in the Leased Space within ten (10) days of Landlord/Operator's request.

14. **RELEASE OF LIABILITY FOR PROPERTY DAMAGE.** Property stored in the Leased Space shall be at Tenant/Occupant's sole risk. Tenant/Occupant releases Landlord/Operator for all liability related to the property in the Leased Space and/or at the Facility. Landlord/Operator and Landlord/Operator's agents, guests, employees, contractors, managers, owners, principals and other representatives shall not be liable, even if they are negligent, for any loss or damage to property in the Leased Space and/or at the Facility from any cause whatsoever, including, but not limited to losses resulting from fire, flood, leak, mold, vermin, insects, theft, vandalism or defects in the Facility and/or the Leased Space. If an employee of Landlord/Operator handles Tenant/Occupant's property as an accommodation to Tenant/Occupant, neither the employee nor Landlord/Operator shall have any liability for loss or damage to such property. Nothing herein constitutes an acknowledgement that Tenant/Occupant's property has any value whatsoever. Notwithstanding the foregoing, Tenant/Occupant agrees that it shall not store items or property in the Leased Space with a total value exceeding Five Thousand (5,000.00) Dollars. Landlord/Operator shall have no liability for the emotional or sentimental value of any property located in the Leased Space and/or at the Facility.

15. **RELEASE OF LIABILITY FOR PERSONAL INJURY.** Tenant/Occupant agrees that Landlord/Operator and Landlord/Operator's agents, guests, employees, contractors, managers, owners, principals and other representatives shall not be liable, even if they are negligent, for any personal injury arising out of Tenant/Occupant's use, access and occupancy of the Leased Space and/or at the Facility. This includes any injury or damage resulting directly or indirectly from any act or negligence of a tenant on the premises or any other person. This waiver of liability and release shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewage, or the bursting or leaking of pipes, and shall apply whether any damage results from any event or circumstance of a similar or different nature. Tenant/Occupant agrees to hold Landlord/Operator harmless from all liabilities to whatever nature caused or created by the actions or conduct of Tenant/Occupant, his agents, servants, or employees, on the premises owned by Landlord/Operator.

16. **INDEMNIFICATION.** Tenant/Occupant agrees to defend (with attorneys selected by Landlord/Operator), indemnify and hold harmless Landlord/Operator and Landlord/Operator's agents, guests, employees, contractors, managers, owners, principals and other representatives, even if any of them are negligent, against all claims, losses, damages, expenses, liabilities and demands, including ones for personal injury or property damage, arising out of and/or based upon Tenant/Occupant's and/or Tenant/Occupant's agents, guests, employees, contractors, managers, owners, principals and other representatives:

- A. Activities at the Leased Space and/or the Facility;
- B. Use of the Leased Space and/or the Facility; and,
- C. This Lease.

17. **LANDLORD/OPERATOR'S LIEN.** Pursuant to New Mexico Statutes, Landlord/Operator has a lien on all property located in the Leased Space. **The property in the Leased Space may be sold or otherwise disposed of by Landlord/Operator to satisfy Landlord/Operator's lien if Tenant/Occupant defaults under this Lease.** Tenant/Occupant specifically acknowledges and agrees that Landlord/Operator has all rights as set forth in the New Mexico Self-Service Storage Lien Act (Sections 48-11-1 through 48-11-9 of the New Mexico Statutes), as amended from time to time. Landlord/Operator shall not be liable for identity theft or other harm resulting from misuse of information contained in a document or electronic media that are a part of the property in the Leased Space that is sold or otherwise disposed of by Landlord/Operator following the default by Tenant/Occupant.

18. **TENANT/OCCUPANT'S DEFAULT.** The occurrence of any of the following events shall constitute a default by Tenant/Occupant under this Lease:

- A. The failure to pay any money, fee, charge or other amount pursuant to this Lease in full when due;
- B. The failure by Tenant/Occupant to timely perform any duty or obligation set forth in this Lease;
- C. Any representation or warranty by Tenant/Occupant to Landlord/Operator becomes misleading, false or untrue;
- D. The commission of any crime or illegal activity in, on or about the Leased Space and/or at the Facility, regardless of whether or not any criminal prosecution occurs; and/or,
- E. Tenant/Occupant becomes involved in any material litigation and/or bankruptcy.

If Tenant/Occupant has multiple leases with Landlord/Operator, a default under any lease is a default under all leases, including this Lease.

19. **LANDLORD/OPERATOR'S REMEDIES.** Upon a default by Tenant/Occupant, Landlord/Operator may:

- A. Deny Tenant/Occupant access to the Leased Space and/or the Facility;
- B. Sell the property in the Leased Space, or destroy such property (including but not limited to financial records, personal records, medical records, firearms, alcohol and/or other prohibited materials), in accordance with Landlord/Operator's rights under New Mexico law, the cost of which removal and destruction being charged to Tenant/Occupant;
- C. Pursue Landlord/Operator's remedies pursuant to the New Mexico Self-Storage Lien Act (See Below);
- D. Exercise any "self-help" remedy available to Landlord/Operator;
- E. Sue Tenant/Occupant;
- F. Institute a forceable entry and a detainer action against Tenant/Occupant;
- G. Terminate this Lease and/or,
- H. Pursue any other right and/or remedy available at law, in equity, pursuant to this Lease or otherwise.

In the event of a default by Tenant/Occupant, Tenant/Occupant shall be liable for all costs and expenses, including attorneys' fees, incurred by Landlord/Operator as a result of Tenant/Occupant's default. The doctrine of "election of remedies" shall not apply to this Lease. All remedies are cumulative.

PURSUANT TO THE NEW MEXICO SELF-SERVICE STORAGE LIEN ACT, ALL ARTICLES STORED UNDER THE TERMS OF THIS LEASE WILL BE SOLD OR OTHERWISE DISPOSED OF UNDER THE TERMS AND CONDITIONS OF THE NEW MEXICO SELF-SERVICE STORAGE LIEN ACT. PURSUANT TO THE NEW MEXICO SELF-SERVICE STORAGE LIEN ACT, LANDLORD/OPERATOR IS NOT LIABLE FOR ANY ACTION TAKEN PURSUANT TO THE PROVISIONS OF THE SELF-SERVICE STORAGE LIEN ACT IF LANDLORD/OPERATOR HAS FULLY COMPLIED WITH THE PROVISIONS OF THE SELF-SERVICE STORAGE LIEN ACT.

The parties waive all rights to special damages, consequential damages and/or punitive damages. Landlord/Operator may deny access to the Leased Space and/or the Facility pending the final, non-appealable outcome of any litigation, mediation and/or arbitration. Landlord/Operator may report its experience with Tenant/Occupant to consumer credit reporting agencies. All property in a Leased Space or at the Facility after termination of this Lease and/or exercise by Landlord/Operator of any remedy (including Landlord/Operator's lien rights) shall be deemed abandoned by Tenant/Occupant. In such event, Landlord/Operator may discard, destroy or otherwise dispose of the Property as Landlord/Operator sees fit, without liability to Tenant/Occupant.

20. **RULES.** Tenant/Occupant agrees to comply with all rules ("Rules") established by Landlord/Operator related to the use, access and occupancy of the Leased Space and Facility. The Rules constitute a part of this Lease. Landlord/Operator may revise the Rules, from time to time.

21. **NO ASSIGNMENT OR SUBLETTING.** Tenant/Occupant shall not assign or sublet all or any portion of the Leased Space without the prior written consent of Landlord/Operator; which consent can be withheld by Landlord/Operator in Landlord/Operator's sole discretion.

22. **CHANGE OF INFORMATION.** Tenant/Occupant shall notify Landlord/Operator in writing of any change in Tenant/Occupant's personal information. Tenant/Occupant must notify Landlord/Operator in writing if Tenant/Occupant now or later becomes an actively serving member of the military.

23. **NOTICES.** To the fullest extent permitted by law, any notice or communication regarding this Lease or Tenant/Occupant's use of the Leased Space, may be provided in writing by Landlord/Operator to Tenant/Occupant electronically, and Tenant/Occupant agrees to receive notices in electronic form delivered to the electronic addresses provided by Tenant/Occupant. Tenant/Occupant authorizes and consents to Landlord/Operator contacting Tenant/Occupant at Tenant/Occupant's residence, email box, cell phone and/or through social media, including by automated telephone calls or texts. Automated calls or messages may be used for conveying Facility information, marketing or collection purposes. Notices sent electronically will be considered to be "in writing," and will be considered to have been received by Tenant/Occupant; whether or not Tenant/Occupant has opened or retrieved them. Landlord/Operator may reasonably assume that any notice sent by Landlord/Operator to the electronic address provided by Tenant/Occupant will be received by Tenant/Occupant.

24. **ENTIRE AGREEMENT.** This Lease, including all addendums, attachments and the Rules, constitutes the complete and entire agreement between the parties. There are no separate oral agreements between the parties. Tenant/Occupant acknowledges that Tenant/Occupant is not relying on any oral representations by Landlord/Operator purporting to modify or add to this Lease.

25. **NON-WAIVER.** No term or condition of this Lease can be waived except by a written document or notice from the party against whom the waiver is claimed. No waiver shall be effective regarding future events or modify any other term or provision of this Lease.

26. **LEASED SPACE.** All space sizes are approximate. The size of the Leased Space may vary from the size advertised. Occupancy of the Leased Space confirms that the size of the Leased Space is satisfactory to Tenant/Occupant.

27. **OTHER.** Taxes will be added to any amount owed under the Lease subject to taxation at the then applicable tax rate. If taxes are imposed but not collected by Landlord/Operator, Tenant/Occupant shall remain liable for such taxes and reimburse Landlord/Operator for such taxes as money due under this Lease. Time is of the essence as to all of Tenant/Occupant's duties under this Lease. This Lease shall be subordinate to any other lien or encumbrance now or hereafter placed on the Facility by Operator. Any lease provision found by a court (but not by an arbiter) to be unenforceable or in violation of applicable law is severable. No party shall be deemed the drafter of this Lease. Landlord/Operator may assign this Lease, in which event Landlord/Operator shall no longer be liable pursuant to this Lease for claims or liabilities based upon events which arise after the date of Landlord/Operator's assignment. If there are multiple Tenant/Occupants for the Leased Space, they are jointly and severally liable under this Lease. This Lease is governed by New Mexico law.

28. **ATTORNEY'S FEES.** If Tenant/Occupant defaults under this Lease, Tenant/Occupant is liable to Landlord/Operator for all attorney's fees and costs incurred by Landlord/Operator as a result of Tenant/Occupant's default.

29. **EXCLUSIVE POSSESSION.** Tenant/Occupant has exclusive possession of the Leased Premises pursuant to this Lease. The absence of walls or physical barriers does not alter:

- A. Tenant/Occupant's exclusive rights in the Leased Space pursuant to this Lease; and/or,
- B. The fact that this is a real estate lease, not a license, of real property.

30. **LANDLORD/OPERATOR'S LIABILITY.** Landlord/Operator's total, aggregate liability is limited to Five Thousand (\$5,000.00) Dollars. Tenant/Occupant agrees that Landlord/Operator's liability shall be recovered solely from Landlord/Operator's interest in the Facility, and not any other asset of Landlord/Operator. Landlord/Operator shall have no personal liability beyond its interest in the Facility.

31. **INDEMNIFICATION LIMITATION.** To the extent applicable, if at all, the indemnifications in this Lease are limited by and subject to the provisions of Section 56-7-1 of the New Mexico Statutes.

32. **ENCLOSED SPACE.** If the Leased Space is enclosed with walls, floors and/or ceilings/roofs, the following provisions shall apply:

- A. Tenant/Occupant must secure the Leased Space with a lock supplied by Tenant/Occupant. Tenant/Occupant shall only use the type of lock authorized by Landlord/Operator. Landlord/Operator may, but shall not be required to, add a lock (and charge Tenant/Occupant for it) if the Leased Space is found unlocked. Upon Landlord/Operator's request, Tenant/Occupant shall provide Landlord/Operator with a key for Tenant/Occupant's lock. Tenant/Occupant shall not install more than one lock on the point of access to the Leased Space. (Tenant/Occupant authorizes Landlord/Operator to remove additional locks and charge Tenant/Occupant Ten (\$10.00) Dollars for removal of the additional locks.)
- B. In addition to the items which may not be stored in the Leased Space as set forth above, Tenant/Occupant shall not store any fuels, batteries or flammable materials in the Leased Space.
- C. Tenant/Occupant will not store property with a total, aggregate value exceeding Five Thousand (\$5,000.00) Dollars without the prior written consent of Landlord/Operator.
- D. If the Leased Space is climate controlled, Tenant/Occupant acknowledges that climate control systems are subject to malfunction. Landlord/Operator's sole duty regarding climate control systems is to use commercially reasonable efforts to maintain and/or restore service. Climate control, if provided, is limited solely to the avoidance of extreme temperatures. Landlord/Operator makes no representation regarding humidity and/or the effects of any climate control system on property located in the Leased Space. Tenant/Occupant releases Landlord/Operator from all claims based upon any failure of a climate control system.
- E. The door must remain unlocked at all times that Tenant/Occupant is present at the Leased Space.

- F. In the event of a default, Landlord/Operator may remove Tenant/Occupant's lock.
- G. Tenant/Occupant shall not alter or modify the Leased Space. Tenant/Occupant shall not attach anything to the walls or hang anything to the ceiling, pipes and/or ducts inside the Leased Space.
- H. Tenant/Occupant shall not use electricity or utilities in the Leased Space (other than standard lighting provided by Landlord/Operator, if any).

33. **SECURITY.** Tenant/Occupant acknowledges that Landlord/Operator does not represent or warrant the safety and security of the Leased Space and/or the Facility. Security devices and/or access control devices, if any, may be ineffective, non-operational and/or unmonitored. Tenant/Occupant releases Landlord/Operator based upon security and/or access control devices.

34. **AMENDMENT.** This Lease may not be orally modified or amended.

35. **CAPTIONS.** The headings or captions used in this Lease are for convenience and reference purposes only. The headings or captions used in this Lease do not define, limit or describe the scope or intent of this Lease or any part, section, paragraph or subparagraph of this Lease.

36. **SUCCESSORS AND ASSIGNS.** Subject to the provisions of this Lease governing assignments and subleases, the provisions of this Lease shall extend to and bind all successors, assigns, heirs, devisees, receivers, legal representatives, personal representatives and trustees of the parties to this Lease.

END OF LEASE

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