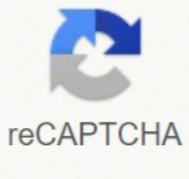




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TULANE UNIVERSITY

INDEPENDENT CONTRACTOR SERVICE AGREEMENT

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

This INDEPENDENT CONTRACTOR SERVICE AGREEMENT (this "Agreement") is effective as of the Effective Date set forth above, by and between The Administrators of the Tulane Educational Fund, a Louisiana not-for-profit corporation ("Tulane") through its Payson Center for International Development and \_\_\_\_\_ ("\_\_\_\_\_")

("Contractor") a corporation  limited liability company  partnership  natural person

with a principal place of business located at \_\_\_\_\_

Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Tulane and Contractor hereby agree as follows:

1. **Services.** Contractor agrees to provide the services set forth on the Statement of Work attached hereto as Exhibit A (the "Services"), and to do so according to the schedule set forth therein.

2. **Compensation.** In consideration for the Services and in accordance with the schedule of payment set forth in the Statement of Work, Tulane agrees to pay Contractor all undisputed amounts within sixty (60) days following satisfactory completion of the Services and Tulane's receipt of an itemized invoice detailing the Services performed, date(s) of performance, and time required (if payment is on an hourly fee basis). Contractor may also submit an itemized list of and original receipts for the pre-approved expenses set forth on the Statement of Work. Tulane shall have no obligation to pay any disputed amounts until such dispute is resolved.

3. **Term and Termination.** This Agreement shall commence and terminate as of the dates set forth in the Statement of Work, but in no event shall termination be later than the completion of the Services, unless terminated sooner as set forth herein. The term of this Agreement may be extended solely by a written agreement executed by an authorized representative of Contractor and Tulane.

(a) In the event Contractor fails to perform the Services in accordance with this Agreement or breaches any provision of this Agreement, upon five (5) days prior written notice to Contractor of such uncorrected failure or breach, Tulane may, in its sole discretion:

CONSULTING SUBCONTRACTOR AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, between \_\_\_\_\_ ("Provider"), with its principal place of business located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ ("Subcontractor"), with its principal place of business located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and shall be effective as of \_\_\_\_\_ (the "Effective Date").

RECITALS

WHEREAS, Consultant is engaged in the business of providing technical consulting services,

WHEREAS, Subcontractor is capable of performing certain technical consulting services on behalf of Consultant and Consultant's Clients,

WHEREAS, Consultant and \_\_\_\_\_ have entered into a Consulting Services Agreement with an effective date of \_\_\_\_\_, pursuant to which Consultant has agreed to perform technical consulting services,

WHEREAS, in connection with the performance of Consultant's obligations to Client, Consultant desires to utilize Subcontractor, and Subcontractor desires to perform, technical services on behalf of Consultant and Client as set forth herein.

NOW, THEREFORE, Consultant and Subcontractor agree as follows:

1. **Scope of Services**

Subcontractor will perform the services described in Exhibit A ("Statement of Work" or the "Work") in accordance with the completion times set forth therein.

2. **Price and Payment Terms**

Consultant will pay Subcontractor for the Work on the terms and conditions set forth in Exhibit A.

3. **Term and Termination**

Unless terminated as provided herein, this Agreement will extend to and terminate upon completion of Subcontractor's Work as provided herein. Consultant may terminate this Agreement without cause upon twenty-one (21) days notice. In the event of termination without cause, Consultant agrees to pay Subcontractor for all of Subcontractor's Work performed up to the date of termination. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least fourteen (14) days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.

4. **Intellectual Property Ownership**

All work or materials developed or provided by Subcontractor under this Agreement will be deemed to be "work made for hire" and owned exclusively by Consultant. To the extent that Subcontractor's Work is not properly characterized as "work made for hire," Subcontractor hereby irrevocably grants to Consultant all right, title and interest in and to Subcontractor's Work (including but not limited to the copyright therein), and any and all ideas and information embodied therein, in perpetuity and throughout the world.

5. **Confidential Information**

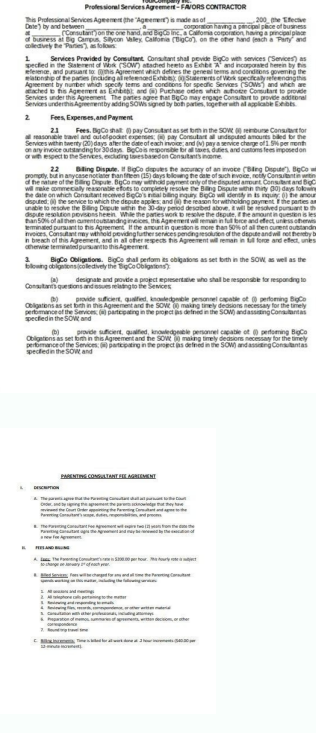
A. All information relating to Consultant and/or Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Subcontractor and will not be disclosed or used by Subcontractor except to the extent that such disclosure or use is reasonably necessary to the performance of Subcontractor's Work.

B. All information relating to Subcontractor that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Consultant and will not be disclosed or used by Consultant except to the extent that such disclosure or use is reasonably necessary to the performance of Consultant's duties and obligations under this Agreement.

C. These obligations of confidentiality will extend for a period of \_\_\_\_\_ after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

6. **Subcontractor's Duties and Obligations**

A. Subcontractor agrees to cooperate with Consultant's reasonable requests with respect to the scheduling and performance of the Work, and will keep accurate records of its activities undertaken in performance of the Work. Subcontractor will provide Consultant with a written report of work completed and time spent thereupon every \_\_\_\_\_, and will also provide Consultant with such other reports that Consultant may reasonably request from time to time.



**Guardian Storage Rental Agreement**  
**5193 S - 2700 W, Roy, UT 84067**  
801-644-8845 - Jewer - On-site manager - Email - [custs@indnet.com](mailto:custs@indnet.com)  
801-971-0280 - Josh Richards - Email - [jobs@rowlogic.com](mailto:jobs@rowlogic.com)

Date contract signed: \_\_\_\_\_ Primary Unit Number: \_\_\_\_\_

**Tenant Information.** Tenant is (check one) [ ] the individual signing this agreement, or a business [ ].

Tenant's Last Name (or name of business) \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_ Date of Birth \_\_\_\_\_

Mailing address for notices \_\_\_\_\_

Employer's name \_\_\_\_\_ Social Security Number \_\_\_\_\_ Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell phone \_\_\_\_\_

Tenant IS ( ) is NOT ( ) in the military (please check one). Additional Person(s) who are entitled to access to the unit  
X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_

**Person to contact in an emergency:** If such person informs Landlord that Tenant is deceased, incarcerated, permanently incapacitated, landlord may allow such person access to the unit.  
Name \_\_\_\_\_ Phone Number \_\_\_\_\_ Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Change of tenant information:** Tenant agrees to notify landlord of any change in Tenant's mailing address, phone number, or other information necessary to contact tenant. **Change of address must be in writing, and may not be given over the phone.**

**Guardian Storage "Move In" Special - Commit to 3 months and First 3 months are at Half Rate OR Two for One (same size). After 3 months rental price will go to market rate below:**

Size, Number of Units and MARKET RATE: ( ) 15 x10 - \$39 ( ) 10 x10 - \$69 ( ) 10 x 20 Electrical - \$199  
Tenant's Space Number OR Numbers: 1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_ 4) \_\_\_\_\_ 5) \_\_\_\_\_ 6) \_\_\_\_\_

**Payments due under this Rental Agreement:**  
Monthly Rent each month for First Three Months is : \$ \_\_\_\_\_ After Three Months the Monthly Rent is: \$ \_\_\_\_\_  
A Refundable Security Deposit equal to the Market Rate of the unit or units rented to be paid to: \$ \_\_\_\_\_

**Other Due Dates and Fees if Applicable:**

Late charge per month: <b>\$20.00</b>	Charge for over-locking unit: <b>\$25.00</b>	Charge for notices: <b>\$10.00</b>
Rent is due on: <b>1<sup>st</sup> day of the month</b>	Daily late fee: <b>\$1.00</b>	Returned mail charge: <b>\$5.00</b>
Grace Period: <b>30 days of the month</b>	Eviction Charge (court): <b>\$100.00</b>	Cleaning charge/hourly rate: <b>\$20.00</b>
Charge for forwarding: <b>\$300.00</b>	Renewed check charge: <b>\$35.00</b>	Charge for removing reason lock: <b>\$25.00</b>
Charge for locking unit: <b>\$25.00</b>	Daily charge to lock space: <b>\$1.00</b>	

\* Pricing for Rentals, Fees and Charges can change with 45-day notice. Tenant Initials \_\_\_\_\_

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The monthly compensation would be reduced by the hourly rate for the number of hours less than the devoted hours.] 3.2 Reimbursement. A direct competitor of the Company for purposes of this Agreement is defined as any individual, partnership, corporation, and/or other business entity that engages in the business of [define business - substantially similar to what is provided at Section 1.1] within \_\_\_\_\_ miles of the facility, headquarters, etc.]. 4.3 Responsibility upon Termination. Consultant is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with, the Company. 9.6 Waiver of Breach. The benefits and obligations of this Agreement shall be binding upon and inure to the parties hereto, their successors and assigns. The decision and award determined by such arbitration will be final and binding upon both parties. Cause means: (1) Consultant has breached the provisions of Article 5 or 7 of this Agreement in any respect, or materially breached any other provision of this Agreement and the breach continues for 30 days following receipt of a notice from the Company; (2) Consultant has committed fraud, misappropriation, or embezzlement in connection with the Company's business; (3) Consultant has been convicted of a felony; or (4) Consultant's use of narcotics, liquor, or illicit drugs has a detrimental effect on the performance of his or her employment responsibilities, as determined by the Company. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved. ARTICLE 3 COMPENSATION FOR CONSULTING SERVICES

3.1 Compensation. ARTICLE 4 TERM AND TERMINATION 4.1 Term. The Company will rely heavily upon Consultant's integrity and prudent judgment to use this information only in the best interests of the Company. 9.2 Governing Law. IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above. If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties agree that such dispute or controversy will be arbitrated in accordance with proceedings under American Arbitration Association rules, and such arbitration will be the exclusive dispute resolution method under this Agreement. 9.7 Successors and Assigns. The monthly compensation shall be paid regardless of the number of consulting hours provided by Consultant in a particular month. 5.2 Definition. Consultant is not authorized to speak for, represent, or obligate the Company in any manner without the prior express written authorization from an officer of the Company. No modification, termination, or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced. ARTICLE 6 RIGHTS AND DATA All drawings, models, designs, formulas, methods, documents, and tangible items prepared for and submitted to the Company by Consultant in connection with the services rendered under this Agreement shall belong exclusively to the Company and shall be deemed to be works made for hire (the "Deliverable Items"). Consultant shall periodically provide the Company with written reports of his or her observations and conclusions regarding the consulting services. The provisions of Articles 5, 6, 7, and 8 of this Agreement shall survive the termination of this Agreement and remain in full force and effect thereafter. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions. 2.2 Taxes. Consultant shall not use the service of any other person, entity, or organization in the performance of Consultant's duties without the prior written consent of an officer of the Company. This Consulting Agreement, dated effective \_\_\_\_\_, 201\_\_\_\_ (this "Agreement"), is made and entered into by and among \_\_\_\_\_ [name of the company] (the "Company") and [name of consultant] (the "Consultant"). 9.8 No Conflict. 2.3 Benefits. Consultant acknowledges that an award of damages to the Company does not preclude a court from ordering injunctive relief. This Agreement shall be effective as of \_\_\_\_\_, 201\_\_\_\_, and shall continue in full force and effect for \_\_\_\_\_ consecutive months. [The time devoted can be hours per day, per week, or per year. Both damages and injunctive relief shall be proper modes of relief and are not to be considered as alternative remedies. No workers' compensation insurance shall be obtained by Company covering Consultant or Consultant's employees. ARTICLE 9 GENERAL PROVISIONS 9.1 Construction of Terms. 6th Street, Suite 2800, Minneapolis, MN 55402. 612-367-8736 Consultant agrees to give the Company or its designees all assistance reasonably required to perfect such rights. 9.5 Modification. Consultant agrees that all plans, manuals, and specific materials developed by the Consultant on behalf of the Company in connection with services rendered under this Agreement, are and shall remain the exclusive property of the Company. 5.3 Property of the Company. In rendering consulting services under this Agreement, Consultant shall conform to high professional standards of work and business ethics. "Confidential Information" means information not generally known and proprietary to the Company or to a third party for whom the Company is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials, or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Company, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of the Company, any confidential secret development or research work of the Company, or any other confidential information or proprietary aspects of the business of the Company. Consultant warrants that Consultant has not previously assumed any obligations inconsistent with those undertaken by Consultant under this Agreement. 9.4 Dispute Resolution. ARTICLE 8 RIGHT TO INJUNCTIVE RELIEF Consultant acknowledges that the terms of Articles 5, 6, and 7 of this Agreement are reasonably necessary to protect the legitimate interests of the Company, are reasonable in scope and duration, and are not unduly restrictive. Consultant shall not use time, materials, or equipment of the Company without the prior written consent of the Company. ARTICLE 2 INDEPENDENT CONTRACTOR 2.1 Independent Contractor. Consultant shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Consultant's employees. Consultant will [summary of the services Consultant is to provide], and such other services as described in Exhibit A (collectively, the "consulting services"). Promptly upon the expiration or termination of this Agreement, or upon the request of the Company, Consultant shall return to the Company all documents and tangible items, including samples, provided to Consultant or created by Consultant for use in connection with services to be rendered hereunder, including, without limitation, all Confidential Information, together with all copies and abstracts thereof. ARTICLE 5 CONFIDENTIAL INFORMATION 5.1 Obligation of Confidentiality. 1.2 Time and Availability. All costs and expenses, including reasonable attorney's fees and expert's fees, of all parties incurred in any dispute that is determined and/or settled by arbitration pursuant to this Agreement will be borne by the party determined to be liable in respect of such dispute; provided, however, that if complete liability is not assessed against only one party, the parties will share the total costs in proportion to their respective amounts of liability so determined. Upon the termination of this Agreement, Consultant shall, upon the request of Company, prepare a final report of Consultant's activities. The Company may also elect to pay a flat monthly fee regardless of hours, but the Company should be cautious of this approach.] 1.3 Confidentiality. Consultant will devote \_\_\_\_\_ hours per month in performing the services for the Company as stated herein. Consultant agrees that Consultant will not and Consultant's employees, agents, or representatives will not use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than the Company, or disclose such Confidential Information without the written authorization of the President of the Company, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information. Consultant covenants and agrees that during the term of this Agreement, Consultant will not, directly or indirectly, through an existing corporation, unincorporated business, affiliated party, successor employer, or otherwise, solicit, hire for employment or work with, on a part-time, consulting, advising, or any other basis, other than on behalf of the Company any employee or independent contractor employed by the Company while Consultant is performing services for the Company. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the Company on behalf of Consultant or his/her employees. 1.4 Standard of Conduct. Should the Company consent to the use by Consultant of the services of any other person, entity, or organization, no information regarding the services to be performed under this Agreement shall be disclosed to that person, entity, or organization until such person, entity, or organization has executed an agreement to protect the confidentiality of the Company's Confidential Information (as defined in Article 5) and the Company's absolute and complete ownership of all right, title, and interest in the work performed under this Agreement. These expenditures include, but are not limited to, expenses related to travel (i.e., airfare, hotel, temporary housing, meals, parking, taxis, mileage, etc.), telephone calls, and postal expenditures. 9.3 Complete Agreement. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the Agreement shall be assignable by the Company without Consultant's consent in the event the Company is acquired by or merged into another corporation or business entity. The Company may terminate this Agreement for "Cause," after giving Consultant written notice of the reason. 1.5 Outside Services. In order for Consultant to perform the consulting services, it may be necessary for the Company to provide Consultant with Confidential Information (as defined below) regarding the Company's business and products. 1.6 Reports. 4.2 Termination. 7.2 Non-Solicitation. ARTICLE 7 CONFLICT OF INTEREST AND NON-SOLICITATION 7.1 Conflict of Interest. The Company agrees to reimburse Consultant for all actual reasonable and necessary expenditures, which are directly related to the consulting services. The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach. The Company has engaged Consultant to provide services in connection with the Company's [summary of the project or business of the Company]. [Another option is to pay hourly and require monthly time documentation. Any equipment provided by the Company to the Consultant in connection with or furtherance of Consultant's services under this Agreement, including, but not limited to, computers, laptops, and personal management tools, shall, immediately upon the termination of this Agreement, be returned to the Company. The monthly compensation shall be paid on the first of the month following the month the services were provided. Consultant covenants and agrees not to consult or provide any services in any manner or capacity to a direct competitor of the Company during the duration of this Agreement unless express written authorization to do so is given by the Company's President. Thompson, Barnes & Thornburg, LLP 225 S. The Company and Consultant may negotiate to extend the term of this Agreement and the terms and conditions under which the relationship shall continue. [COMPANY]

[CONSULTANT] By: \_\_\_\_\_ By: \_\_\_\_\_ Its: \_\_\_\_\_ Its: \_\_\_\_\_

Joe R. Consultant and Consultant's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of the Company. For an explanation of this agreement see Information File Overview of Consulting Agreements File. Expenses incurred by Consultant will be reimbursed by the Company within 15 days of Consultant's proper written request for reimbursement. ARTICLE 1 SCOPE OF WORK 1.1 Services. 4.4 Survival. If the Company deems it necessary for the Consultant to provide more than \_\_\_\_\_ hours in any month, Consultant is not obligated to undertake such work until the Consultant and Company have agreed on a rate of compensation. Consultant further acknowledges that a breach of any of the terms of Articles 5, 6, or 7 of this Agreement will render irreparable harm to the Company, and that a remedy at law for breach of the Agreement is inadequate, and that the Company shall therefore be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties. To the extent that any of the Deliverable Items may not, by operation of law, be works made for hire, Consultant hereby assigns to the Company the ownership of copyright or mask work in the Deliverable Items, and the Company shall have the right to obtain and hold in its own name any trademark, copyright, or mask work registration, and any other registrations and similar protection which may be available in the Deliverable Items. Consultant understands that he/she is responsible to pay, according to law, Consultant's taxes and Consultant shall, when requested by the Company, properly document to the Company that any and all federal and state taxes have been paid. The Company shall pay to Consultant \$ \_\_\_\_\_ per month for services rendered to the Company under this Agreement. Consultant shall have discretion in selecting the dates and times it performs such consulting services throughout the month giving due regard to the needs of the Company's business. This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral. All information which Consultant acquires or becomes acquainted with during the period of this Agreement, whether developed by Consultant or by others, which Consultant has a reasonable basis to believe to be Confidential Information, or which is treated by the Company as being Confidential Information, shall be presumed to be Confidential Information. The manner in which Consultant's services are rendered shall be within Consultant's sole control and discretion. In no event shall Consultant take any action or accept any assistance or engage in any activity that would result in any university, governmental body, research institute or other person, entity, or organization acquiring any rights of any nature in the results of work performed by or for the Company. This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of [governing law]. In performing consulting services under this Agreement, Consultant may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the Company.

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