

**INDIVIDUAL LEASE AGREEMENT
FOR
UNIVERSITY SQUARE VILLAGE**

Between:

University Square Investments, LC
1600 Warren Street, Suite 7
Mankato, MN 56001
Telephone: (507) 385-7977 ("Landlord")

Date: _____

and

Tenant Name: First _____ Middle _____ Last _____

Lease Term: _____ through _____.

Total Rent for Lease Term: \$ _____ payable in _____ payments of \$ _____ per month.

Rent Installments due and payable: First and Last months Rent are due on _____ at move in. Monthly Rent is due on the first of the month from _____ through _____.

Checks Payable to: University Square Village

Security Deposit Due at lease signing: \$ _____.

Utilities/Amenities Included in Rent: Garbage, Water/Sewer to norm rate of \$50/month/apt, 1 parking pass, internet access, cable, snow removal.

- Assigned Parking Location _____

Utilities Paid by Residents: Electricity and Gas(where applicable) any other utilities desired by Tenant.

Authorized Manager: Mercury Investments Limited Partnership of Utah, L.P., 1600 Warren Street Ste 7, Mankato, MN 56001, telephone (507) 385-7977.

Authorized Agent to accept service of process and receive and give receipts for notices and demands is: Mercury Investments Limited Partnership of Utah, L.P., 1600 Warren Street Suite 7, Mankato, MN 56001.

Premises: Building: _____ Apartment _____ Bedroom _____, Warren St. or Stadium Rd., Mankato, MN.

A. Specific Provisions

1. Length of Lease. The term of this Lease shall be for _____ months, beginning on the Lease Term specified above, and ending at 10:00 a.m. on _____. Landlord has not guaranteed a specific delivery date for the Premises, and Tenant will only be charged Rent from the later of the commencement date specified at the beginning of this Lease or the date Landlord tenders possession of the Premises to Tenant.

2. Rent. All Rent shall be made payable to University Square Village, paid and delivered to Landlord at: 1600 Warren Street, Suite 7, Mankato, MN 56001. Rent shall be payable in advance, without notice, deduction, setoff, or demand with the first and last payment due and payable at move-in, and payments 2 through _____ due on the first of the month from _____ through _____. Each Tenant is individually responsible for the payment of the full amount of Rent for the entire Lease Term, and any other money owed to Landlord, regardless of the status of any other Tenant. As a material inducement to Landlord to enter into this Lease, Tenant co-signers of this Lease guarantee the payment of all amounts due under the Lease and the performance of all Lease covenants by the Tenant. Tenant understands and

agrees that this Lease is for one occupant per bedroom. Occupancy of the Premises shall not be granted without prior payment of the first and last installment of Rent, the Security Deposit and application fee. Landlord shall provide Tenant with a written receipt for all cash monies received by Landlord from Tenant. The Lease shall be cancelable at the option of Landlord unless all Security Deposits and application fees have been paid, and in such case, Landlord shall have the right to re-enter Premises and re-rent Premises to other interested parties.

B. General Provisions

3. Security Deposit. Upon the execution of this Lease, Tenant shall deposit with Landlord the Security Deposit specified above as security for any damage caused to the Premises during the term hereof, or for Rent or other money owed to Landlord. Pursuant to Minnesota Statutes Chap. 504B, Tenant may not use the Security Deposit to pay the last month's Rent. Such deposit shall be returned to Tenant, with interest (as required by Minnesota State Statute), less any set off for damages to the Premises, within 3 weeks of termination of the tenancy, provided, among other things:

- Tenant provides proper notice of intent to terminate the Lease to Landlord,
- There are no damages to the Premises beyond normal wear and tear,
- There are no holes in the walls, ceilings, doors, woodwork, etc
- Floors and carpets are restored to original condition (carpets are to be professionally steam cleaned at Tenants expense by a Vendor approved by landlord), normal wear & tear excepted,
- There is no delinquent Rent and the last month's Rent is paid,
- All keys have been returned,
- Tenant has left a forwarding address with Landlord,
- All garbage and debris is placed in proper containers and placed for collection.
- Tenant fulfills the Lease obligations and does not move out early,
- The Premises are completely cleaned prior to check-out, and in rentable condition for the next tenant. Failure to clean the Premises shall constitute abnormal wear and tear.

Tenant understands that if there are damages to the Premises beyond normal wear and tear, Tenant's liability is not limited to the Security Deposit, and hereby agrees to pay and reimburse Landlord for any such damages. In the event of sale or transfer of the Premises by Landlord, Landlord shall have the right to transfer, in accordance with applicable law, the Security Deposit to the vendee, or other transferee, and Landlord shall be considered released by Tenant for all liability for the return of such Security Deposit and Tenant shall look to Landlord's transferee solely for the return of said Security Deposit. The Tenant shall have a right to receive, by first class mail, delivered to the last known address of the Tenant, a written statement of the charges against the Security Deposit claimed by Landlord including an itemized list of damages to the Premises and the estimated costs of repair for each.

4. Possession Prior to Commencement of Lease, Use of Temporary Premises. If permission is given to Tenant to enter into possession of the Premises prior to the date specified for the commencement of the Lease Term, and/or to occupy any apartment of Landlord other than the Premises at any time, Tenant covenants and agrees that such occupancy shall be deemed to be under all of the terms, covenants, rules and regulations of this Lease, with the Rent provided for under this Lease to be apportioned for such period of occupancy unless otherwise agreed to between the parties.

5. Utilities. Landlord will pay all charges for garbage and water/sewer up to a \$50 per month per apartment during the Lease Term, and any extension thereof. Tenant shall pay all electricity. Tenant further agrees to pay Landlord for any water/sewer charges exceeding \$50 per month as confirmed by individual water meters at the Premises. Excessive water/sewer charges are typically attributable to running toilets or other maintenance issues that tenant must bring to Landlord's attention for repair.

6. Furnishings. Tenant hereby acknowledges that the Premises contain the furnishings specified on Exhibit A attached hereto, (hereafter the "Furnishings"), and except as specified in said Exhibit A, the Furnishings are in good condition. When Tenant vacates the Premises, all of the Furnishings will remain in the Premises and be in the same condition as when Tenant occupied the Premises, reasonable wear and tear excepted.

7. Rental Collection Charge. Tenant will be in default on its Rent obligation if the Rent is not paid by the 5th day of the month. Tenant shall immediately, or together with such late Rent, pay a five (5%) percent late fee for each day Rent is received after the 5th day of the month. If any check is returned by Tenant's bank, Tenant shall immediately pay to Landlord the Rent and a fee of \$30 for each returned check, and Landlord may require Tenant to make future Rent payments in cash, certified check, or money order.

8. Use of Premises. The Premises shall be used and occupied by Tenant exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, hazardous purpose, any activity in a manner constituting a nuisance of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person to use or occupy the Premises. Overnight guests are limited to 3 nights in any 30 day period. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. Tenant shall immediately cease any such activity upon discovery or upon notice from Landlord. Tenant is completely responsible and liable for the actions of their guests, children, agents, and invitees.

9. Tenant's Hold Over. If Tenant remains in possession of the Premises with or without the consent of Landlord after the expiration of this Lease, Landlord may, in its sole election, collect a fee of \$100 per day for each day of holdover plus any damages suffered by Landlord by reason thereof, or alternatively, Landlord may create a new tenancy from month-to-month which shall be subject to all of the terms and conditions hereof except that Rent shall increase, and shall be 120% of the Rent specified herein, and except that such tenancy shall be terminable upon 14 days written notice served by Landlord.

10. Pets. Tenant shall not keep any pets, animals, birds, fish, and the like on the Premises without the prior written consent of Landlord. If Tenant is blind or deaf, Tenant may keep and maintain a dog certified as being specially trained to aid Tenant in his/her handicap within the Premises in accordance with applicable laws. Violation of this provision will result in a liquidated damages fee of \$100 to Landlord for each incident payable upon demand, and Tenant shall immediately remove said pet from the Premises. Visitors will not be allowed to bring pets on the Premises at any time.

11. Partial Payments. The acceptance by Landlord of partial payments of Rents due shall not constitute a waiver of any rights of Landlord under this Lease or at law, including the right to gain possession of the Premises, nor shall such acceptance of any partial payment of Rent due affect any notice or legal proceedings, including an action in unlawful detainer.

12. Default and Remedies. Tenant shall be in default of this Lease if:

- (1) Tenant fails to comply with any of the provisions of this Lease;
- (2) Tenant fails to comply with any Rules and Regulations that may be issued by Landlord;
- (3) fails to comply with any duties imposed on Tenant by Minnesota law or Mankato City ordinances;
- (4) any representations in Tenant's Lease Application are misleading, incomplete, or untrue; or
- (5) Tenant violates the Minnesota State University Mankato Student Code of Conduct.

Upon such default, Landlord may, after notice to Tenant, terminate this Lease. If Tenant fails to pay Rent when due and the default continues for five (5) calendar days thereafter, Landlord may, at Landlord's option, declare the entire balance of Rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity and may immediately terminate this Agreement. Landlord may without prior notice, immediately evict Tenant, bring suit to collect the Rent, recover possession of the Premises, and recover damages, if any. Recovery of the possession of the Premises, the giving of notice or the bringing of suit shall not work a forfeiture of the Rents to be paid by Tenant. The Tenant agrees to pay Landlord's costs and expenses incurred by Landlord in undertaking any of these actions, including court and attorneys fees.

13. Continuing Duty to Pay Rent after Eviction or Abandonment. If Tenant is evicted because of a Lease violation, Tenant must still pay the full monthly Rent until: a) the date this Lease ends; b) if Landlord elects to do so, the Premises is re-rented; or c) if the Lease is month-to-month, the next notice period ends. If the Premises

is re-rented for less than the Rent due under this Lease, Tenant must pay the difference until the date this Lease ends.

14. Surrender of Premises. At the expiration of the Lease Term, whether by lapse of time or default of Tenant or otherwise, Tenant shall surrender the Premises in the same condition as when Tenant began tenancy, in good, clean condition, reasonable wear and tear excepted, having removed all of Tenant's items, and shall surrender all keys and parking passes to the Premises to Landlord.

15. Assignment. Tenant shall be not permitted to sublease or assign this Lease or the Premises without the prior written consent of Landlord which consent may be withheld in the sole discretion of Landlord, and the prepayment of a \$200 processing fee. A subtenant must sign a lease with Landlord and give a security deposit. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall constitute a default of this Lease.

16. Right of Entry. Landlord shall have the right to enter the Premises for the purposes and according to Minn. Stat. §504B.211, which includes entering to make repairs, showing to prospective tenants or purchasers, inspections, and lease violations. Tenant agrees that Landlord may provide oral notice of Landlord's intent to enter the Premises.

17. Insurance. Landlord will not be liable for loss, damage or injury to person or property on the Premises due to theft, fire, hail, lightning, any other natural cause, or any other cause not within Landlord's control. Tenant agrees to make no claims against Landlord for any such losses suffered by Tenant, releases Landlord from the same, and Tenant agrees that such losses may be covered by Tenant's own insurance, and that Tenant's failure to procure such insurance may result in monetary loss to Tenant. Tenant acknowledges that Landlord does not carry any insurance on Tenant's personal possessions.

18. Interruption of Service. Tenant will receive no compensation or Rent deduction, nor will Landlord be liable to Tenant for reasonable inconveniences due to repairs, damages, or interruption of services, appliances, utilities in or about the Premises. Tenant may only seek damages from Landlord for unreasonable delays caused by Landlord's actions or failure to act in a commercially reasonable manner.

19. Repairs. Landlord shall be responsible for necessary repairs to the Premises, its equipment and appliances furnished by Landlord, except that Tenant agrees to pay one hundred ten percent (110%) of the cost for all labor and material for repairs or replacement if the damage or malfunction to the Premises, its equipment or appliances or any other part of the apartment community, is due to the negligent or willful act, omission, or improper use by Tenant, Tenant's invitees, guests, or agents.

20. Upkeep and Maintenance. Tenant agrees to keep the Premises in a clean and sanitary condition, and to comply with all laws, and health and policy requirements with respect to said Premises.

21. Alteration of Premises. No alteration, addition or improvements shall be made in or to the Premises without prior written consent of the Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement, at Landlord's option, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Lease.

22. Indemnity and Release. Tenant will defend, indemnify and hold Landlord harmless of or from any claims, actions, liabilities or expenses incurred by Landlord, including such claims, actions, liabilities or expenses incurred or resulting in personal injury, and/or property damage of any nature, arising from or out of: a) Tenant's or Tenant's guest's use of the Premises; or b) Tenant's failure, or failure of other tenants of the apartment complex, to fulfill any condition of the Lease or the Rules and Regulations. Landlord will not be liable to Tenant or any guest of Tenant and such person hereby defends, indemnifies, and releases Landlord from any injury, damage, or loss from fire, flood, water leaks, rain, hail, ice, snow, lightning, wind, interruptions, theft, burglary, assault, vandalism, or other criminal conduct, actions of other tenants, breach by other Tenants of their lease, and all other occurrences unless caused by Landlord's willful misconduct.

23. Casualty. If the Premises are so damaged by fire or other casualty as to be untenantable, all obligations under this Lease shall continue for a period of 90 days. Landlord may, but is not required to, repair the same. If the untenantable condition continues for a period of 90 calendar days or more, at the end of such 90 calendar day period, Tenant may terminate upon 20 days written notice, and this Lease and Rent obligations shall cease after such 20 day period. If the Premises are partially damaged or rendered partially untenantable by fire or other casualty for a period of 90 days, this Lease shall continue in effect except that the damages to the Premises shall be promptly repaired by the appropriate party. If the condition continues for a period of greater than 90 days, then until full use of the Premises is restored, Rent shall partially abate in the proportion that the untenantable area of the Premises bears to the entire area of the Premises. Notwithstanding, if full tenancy is not restored within 90 calendar days from the date of the casualty, either Tenant or Landlord may terminate this Lease upon 20 days' notice.

24. Rules and Regulations. Tenant and Tenant's family, guests, and invitees shall observe the Rules and Regulations which Landlord shall from time to time promulgate for the Premises. Landlord reserves the right to make revisions to such Rules and Regulations which shall be binding on Tenant upon delivery to Tenant. The Rules and Regulations are attached hereto as Exhibit B and are incorporated into this Lease.

25. Condition of Premises. At the commencement of the Lease Term, Tenant accepts the Premises and improvements in its existing conditions and state of repair, except for those deficiencies listed in writing on the move-in checklist, and delivered to Landlord within 1 day after taking possession, and Tenant agrees that no representations, statements, or warranties, expressed or implied, have been made by or on behalf of Landlord in respect thereto except as contained in the provisions of this Lease, and Landlord shall in no event be liable for any latent defects. Tenant represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

26. Agency. If any employee of Landlord moves, handles or stores, at Tenant's request, any property, or drives or parks Tenant's motor vehicle, then and in every case, such employee shall be deemed Tenant's agent, and Landlord shall not be liable for any loss, damage or expense in connection therewith.

27. Vehicle Parking. Tenant will obey all parking and speed regulations which Landlord may promulgate or post and park, in the designated parking areas, only properly tagged and functioning passenger motor vehicle or truck not in excess of 3/4 ton GVW, whose appearance, in Landlord's sole opinion, does not detract from the apartment community, in designated parking areas and will not permit nor maintain any commercial vehicles or trucks in excess of 3/4 ton GVW, trailers, campers or boats in or about the apartment community. Tenant shall not use any parking area on Landlord's property for the storage or repair of any motor vehicle or other property and will remove any unauthorized vehicles or other property from said parking areas promptly at the request of Landlord. Any vehicle parked by Tenant in the parking areas must display a valid parking sticker as provided by Landlord. If Tenant shall fail to comply with this Section 27, Tenant agrees to pay Landlord, \$20 per day for the use of said parking area. Landlord, at its option, may have said unauthorized vehicles or other property towed away, or otherwise removed, and stored at vehicle owner's risk and expense. Tenant does hereby further irrevocably constitute and appoint Landlord as Tenant's attorney in fact to remove any unauthorized vehicles or other property parked or stored in violation of this Lease, and to store the same at the expense of Tenant and/or vehicle owner in such place or places as Landlord, in its sole discretion, may deem proper. Any vehicle or other property parked, or stored, so as to block or inhibit access to any dumpster or fire lane will be towed, or otherwise removed, at Tenant's and/or vehicle owner's risk and expense. Each four bedroom apartment will be allowed four parking passes free of charge. Each three bedroom apartment will be allowed three parking passes free of charge. Each two bedroom apartment will be allowed two parking passes free of charge. If Tenant chooses not to use all parking passes provided with their Rent, Landlord will allow a one time Rent concession of \$200. Alternatively, if Tenant would like to purchase additional parking passes for additional residents, they will be available at the sole discretion of Landlord at a cost of \$200 per year, subject to availability. Landlord will designate specific parking areas and in some cases specific parking stalls for specific parking passes. These parking designations are solely at Landlord's discretion and are subject to change. Parking passes will be assigned prior to lease commencement. Only individuals signing this Lease are eligible for parking pass privileges.

28. Visitor Parking. Tenant must obtain a temporary parking permit from Landlord prior to 6:00 PM on any given day. Visitors are allowed to park in designated parking spots only. Tenant should inform their visitor of

the appropriate parking spots. Any violation of this parking policy could result in the visitor's vehicle being towed at the vehicle owner's expense.

29. Noise & Behavior. Tenant will not make, permit or facilitate any unseemly or disturbing noises, foul language or conduct by Tenant, Tenant's family, employees, agents and/or guests; nor do, permit or facilitate any illegal or immoral conduct or obstruct or interfere with the rights, comforts or convenience of other tenants, Landlord or the agents of the Landlord. Tenant further agrees not to conduct, give or permit vocal or instrumental instruction or practice. Landlord may impose a \$100 fine for any violations to this noise & behavior covenant.

30. Condemnation. In the event the Premises, or any part thereof, shall be taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate as of the date of such taking and Tenant shall thereupon be released from any further liability hereunder. Under such circumstances Landlord shall be entitled to receive the entire award in the condemnation proceeding.

31. Fire Safety Equipment. Landlord has installed at least one smoke detector and at least one fire extinguisher in the Premises. Tenant agrees not to obstruct or tamper with the Fire Safety Equipment or otherwise permit the Fire Safety Equipment to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector(s) periodically and to report any malfunction therewith promptly to Landlord. Tenant assumes all liability to test the detector(s) and hereby defends, indemnifies, and releases Landlord from any and all liability resulting from any defective detector(s) which Tenant shall not have specifically reported to Landlord. Tenants are responsible for replacing detector batteries.

32. Security. Except for locks on doors and windows, Landlord does not provide any type of security protection in, on or about the Premises.

33. Notices. All notices, requests, demands and other communications under this Lease shall be in writing and shall be deemed to have been duly given, on the date of delivery if served personally or on the day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed to the last known address of the party.

34. Hazardous Materials. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any insurance company or fire department.

35. Subordination of Lease. This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages or liens now or hereafter placed on the Premises by Landlord. The provisions of this section shall be self-operative and no further instrument of subordination shall be necessary. Promptly upon the request of any person succeeding to the interest of Landlord of which the Premises hereby leased is a part, whether through the enforcement of any remedy provided for by law or by any such mortgage or deed of trust or as the result of any voluntary or involuntary conveyance or other transfer of such interest in lieu of foreclosure, Tenant automatically, without the necessity of executing any further document, will become the tenant of such successor in interest.

36. Abandonment. If at any time during the term of this Lease Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, re-lease the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all Rent payable by virtue of such re-leasing, and hold Tenant liable for a \$200 processing fee, and any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Lease Term, if this Lease had continued in force, and the net Rent for such period realized by Landlord by means of such re-leasing, plus all cost and expenses incurred by Landlord in such re-leasing. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

37. Entire Agreement; No Reliance. This Lease, the Lease Application, the Resident Handbook, and the Rules and Regulations set forth the entire agreement between the parties hereto and replaces or supersedes all prior agreements between the parties related to the same subject matter. This Lease cannot be changed orally and shall not be modified or affected by any course of dealing, course of performance or usage of trade. Except as clearly indicated herein, Tenant has not relied on any promises or representations of Landlord.

38. Waiver. Failure of Landlord to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

39. Immediate Eviction. Notwithstanding any other clause of this Lease, Landlord may immediately evict Tenant without notice if Tenant or Tenant's family, agents invitees, or guests engage in, facilitate, or permit: 1) selling, possessing, manufacturing, using, distributing, or gifting any illegal drugs or controlled substance; 2) making threats of harm, or harm any person or property; 3) committing any criminal activity on or around the Premises; 4) violating the Party Policy; or 5) possessing or keeping pets or animals on or in the Premises.

40. Party Policy. Landlord enforces the no party policy adopted by the city where the Premises is located. Party means any loud or unruly gatherings that result in complaints from other tenants, neighbors, or result in any visits from the police or other law enforcement authority. If the police are called to Tenant's Premises for such reasons, Tenant shall immediately pay to Landlord \$300 for the first offense, \$600 for a second offense, \$900 for a third offense. Tenant shall be required to attend any meeting required by the City, and Tenant may, at Landlord's sole discretion, be evicted immediately. No bulk alcoholic beverages are allowed on the Premises or the apartment community. Tenant may not store, use or possess alcohol of any kind in large quantities on the Premises or grounds. Tenant shall immediately pay to Landlord \$300 for violation of the bulk alcoholic beverage rule. No open containers of alcoholic beverages of any kind are allowed on the grounds or the Premises. Landlord has and enforces a "No Party Policy". Landlord wishes to alleviate damages that occur during party type gatherings and to keep an atmosphere where our Tenants respect each other's right to the quiet and peaceful enjoyment of their units. In the event Tenant or Tenant's guests or invitees shall violate this provision, Tenant shall immediately pay \$300 to Landlord as and for liquidating damages for each and every breach committed by Tenant payable upon demand. Landlord reserves the right to evict Tenant for any breach of this Party Policy provision.

41. Mankato "No Tolerance" Policy. The City of Mankato has a "no tolerance" policy that discourages police calls made by residents for noise or party disturbances. They prefer that disturbance calls come from the Landlord. You should contact Landlord's on-call phone at (507) 469-9406 to report these types of disturbances. If any action on Tenant's part or on the part of Tenant's invitees or guests result in police action, Tenant is liable for any of Landlord's fees incurred to secure reinstatement of said rental licensing. Landlord reserves the right to evict Tenant responsible for the necessity of law enforcement presence to restore law and order in any form. In addition, should Tenant or Tenant's guests or invitees violate this provision or conduct themselves in a manner that requires law enforcement response, Tenant shall remit the sum of \$300 to Landlord as and for liquidating damages, payable upon demand.

42. Cleaning Requirements. In addition to normal deductions from the Security Deposit, Landlord may deduct from Tenant's Security Deposit the following items if not completed or paid for at the end of the Lease term. Resident agrees to regularly clean the Premises and vacuum the carpets. Tenant acknowledges that failure to perform regular cleaning and vacuuming causes abnormal wear and tear to the Premises carpets, for which Landlord may assess damages deductible from the Security Deposit. Tenant also agrees that if the Landlord notifies Tenant of a breach of this cleaning policy and if Tenant fails to remedy the breach within 5 days of notice, that Landlord at Tenant's expense may perform any and all cleaning to bring the Premises into compliance. Tenant further agrees to completely clean the Premises including appliances, fixtures, floors, and vacuum all carpets at the end of the Lease Term so as to leave Premises in a clean, and rentable condition. Tenant further agrees that failure to leave the Premises in a clean and rentable condition constitutes abnormal wear and tear. If Tenant fails to completely clean as noted above, Tenant agrees that Landlord may, at Tenant's expense, perform any cleaning necessary to get the Premises into a clean and rentable condition. Tenant understands that any expenses incurred by Landlord to meet Tenant's cleaning obligation will be deducted from the Security Deposit.

43. Resident Handbook Acceptance and Inclusion. Tenant acknowledges the receipt of Resident Handbook provided by Landlord and that this Handbook is an integral part of this Lease. Tenant acknowledges that any attachments to this Lease are an integral part of the Lease and that Landlord may make reasonable changes to this Handbook from time to time by giving a copy to Tenant.

44. Miscellaneous. This Lease shall be binding upon each of the parties and their respective heirs, administrators, successors and assigns. All section headings and captions used in this Lease are for convenience and shall not affect the interpretation of this Lease. If any provision of this Lease is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired. Time is of the essence in all provisions of this Lease. This Lease shall be construed in accordance with and governed by the laws of the state of Minnesota, notwithstanding that either Landlord or Tenant now is, or may hereafter become, a resident of a different state. Tenant hereby agrees that any legal dispute involving court action regarding the Premises or this Lease shall be heard and venued in Blue Earth County, Minnesota.

I HAVE READ AND UNDERSTAND THE ABOVE LEASE AND AGREE TO COMPLY WITH ITS TERMS. I UNDERSTAND THAT ANY VIOLATION OF THE LEASE CAN RESULT IN EVICTION.

Dated: _____, 200 ____.

Dated: _____, 200 ____.

Tenant: Print: _____

Landlord: University Square Village

Sign: _____

By: _____
Its: Manager

(page containing personal guaranty follows on page 9)

PERSONAL GUARANTY OF LEASE AGREEMENT

Guarantee of lease for: _____ Bld. _____ Apt. _____

Made and given by:

Print Name: _____ (Guarantor)
Permanent address: _____
City _____, State _____, zip code _____
Phone number: (____) - _____
Fax number: (____) - _____
Email: _____

In favor of: University Square Village

In consideration of the agreement by University Square Village, as Landlord, to make and enter into a Lease with the Tenant specified above, for the Premises specified on page 1 of the Lease Agreement, Guarantor does hereby unconditionally guaranty the performance of and payment of each and every obligation under the Lease, and any and all extensions thereof (including month to month leases) including all rental payments, repair costs, and every other charge, cost or obligation contained in the Lease.

The Guarantor does hereby waive notice of the existence of this Guaranty, notice of the indebtedness or obligations to which the Guaranty applies, and notice of the specific terms governing the repayment of the indebtedness. No release for any such obligations or delay in the enforcement of the Tenant's performance or payment of the rental obligations under the lease shall affect the liability of the Guarantor hereunder.

This is a continuing Guaranty and shall not be revoked by the death of Guarantor, eviction of the Tenant, or abandonment of the Premises by Tenant, and shall be binding upon the heirs, personal representatives, successors, and assigns of Guarantor, and shall continue in force under all circumstances as to all indebtedness and obligations contracted and incurred by Tenant to Landlord.

Dated this _____ day of _____, 200__.

Guarantor Print Name

Guarantor Signature

Subscribed and sworn to before me this _____ day of _____, 200__ by _____
_____, the Guarantor specified above.

Notary Public

**EXHIBIT A
List of Furnishings**

University Square Village

Apartment Number: _____

Building: _____

Tenant hereby acknowledges that the Premises were leased to Tenant furnished containing the following furnishings (the "Furnishings"):

1. One (1) microwave
2. One (1) refrigerator
3. One (1) electric range
4. One (1) dishwasher
5. Mini-blinds for each window.
6. Stacked washer & Dryer where applicable
7. Barstools (1 per person in Premises) where applicable

Tenant acknowledges that except as specified above, the Furnishings are in good condition and agrees that when Tenant vacates the Premises, all the Furnishings will remain in the Premises in the same condition as when leased, reasonable wear and tear excepted.

Landlord: University Square Village

By: _____
Its: Manager

Dated: _____, 200__.

Tenants:

Dated: _____, 200__.

Tenant: Print: _____

Sign: _____

EXHIBIT B

Rules and Regulations

TENANT AGREES NOT TO:

1. Appliances. Install any washing machines, dryers, dishwashers, air conditioners or other appliances in the Premises.
2. Furniture. Keep any water-containing furniture in the Premises, especially Water Beds.
3. Walls and Woodwork. Drive nails into the woodwork or walls of the Premises.
4. Wallpaper, Paint and Mirrors. Apply contact paper, wallpaper or mirrors to the Premises and will not change the type or color of paint within the Premises.
5. Portable Heaters. Store, install or operate, in or about the Premises, unvented, portable kerosene-fired heaters.
6. Locks. Change the locks on the doors of the Premises or install additional locks, chains or other fasteners without the prior written permission of the Landlord. Upon termination of the Lease Term, all keys to the Premises must be returned to Landlord. If Tenant shall fail to comply with this Rule, Tenant shall pay Landlord \$50 for reimbursement of the cost of changing or re-keying the locks. Notwithstanding the above, Tenant shall provide to Landlord a copy of the key(s) necessary to gain access to the Premises if locks have been added, altered or changed by Tenant during the term of this Lease.
7. Personal Belongings. Leave any personal belongings (including lawn furniture) in the Premises, parking areas, public halls, sidewalks, lawn areas or other common areas of the apartment community.
8. Appliances & Utilities Obstructions. Misuse or overload appliances or utilities furnished by Landlord. In addition, Tenant shall properly use and operate all electrical and plumbing fixtures and shall keep all plumbing fixtures as clean and sanitary as their condition permits.
9. Obstructions. Obstruct or use for any purpose other than ingress and egress the sidewalks, entrances, passages, courts, vestibules, stairways and halls.
10. Advertising. Display any advertisement, sign, or notice, inside or outside the Premises or on the balconies.
11. Fire Risk. Store in the Premises or any storage area any material of any kind or description that is combustible, or would increase the risk of fire.
12. Litter. Litter or obstruct the public halls or grounds. A \$50 fine will be imposed for any violations.
13. Laws and Insurance. Do anything that would violate any law or increase the insurance rates on the building in which the Premises are situated.
14. Throwing of Articles. Throw, or allow to be thrown, anything out of the windows or doors or down the passages of the building, or from the balconies or patios.
15. Window Sills. Place anything on the outer edges of the sills of windows.
16. Common Areas. Permit Tenant or Tenant's invitees, agents or guests to play, rollerblade or bike in public areas, stairways, elevators (if any), laundry rooms, storage areas or hallways.
17. Automobiles. Hose wash automobiles or conduct automotive repairs to vehicles in the parking lot.

18. Obstruction of Windows, Etc. Cover or obstruct the windows, doors and skylights that reflect or admit light into passageways, or into the common areas of any of Landlord's buildings.
19. Cleaning of Rugs, Mops, Etc. Shake or clean any tablecloths, rugs, mops or other articles in any of the public halls or from any of the windows, doors, balconies or landings of any of Landlord's buildings.
20. Canvassing. Cause the distribution in common areas of the apartment community or under apartment doors, of handbills, circulars, advertisements, papers or other matter which if discarded would tend to litter such area. Canvassing, soliciting and peddling in the apartment community is prohibited. The foregoing shall not prohibit Tenant from using direct mail solicitation or advertising in the regular communications media.
21. Charcoal Grill. Use or store any charcoal or gas grills or other open flame cooking devices, or do any open cooking on balconies or patios. Grilling is allowed only with the grills provided by Landlord in the designated grill locations.
22. Day Care Center. Provide in or about the Premises, substitute parental or guardianship care or supervision to children not related to Tenant by blood.
23. Clothes Lines. Install, erect or utilize exterior clotheslines within the Premises or apartment community.
24. Removal. Remove any fixtures or furnishings provided by Landlord without prior written consent of Landlord.

TENANT AGREES TO:

25. Use of Facilities. Use the Premises and all facilities which Landlord provides for Tenant's comfort, such as parking areas, solely at Tenant's own risk, and Tenant agrees that Landlord shall not be responsible for any injury to person or loss or damage to property arising out of Tenant's use thereof, unless the same is caused solely by Landlord's fault, omission, negligence or other misconduct. Use of any of these facilities may be revoked by Landlord without effecting the remainder of this Lease.
26. Condition of Premises. Keep the Premises in a neat, clean, good and sanitary condition.
27. Balconies and Patios. Keep balconies and patios free of all personal belongings, except that Tenant may maintain lawn furniture thereon provided the same is maintained in a neat and orderly manner. Sitting on or leaning over balcony railing is not permitted. Fines will be imposed for any item thrown on the property off a balcony or otherwise. Any defects or damages in the patio area must be reported to management.
28. Draperies. Only use draperies and window shades provided by Landlord and which present a white exterior coloration.
29. Lock-Out. Pay a \$50 service charge to Landlord each time that Tenant locks himself/herself out of the Premises, and requests Landlord's assistance in gaining entry to the Premises after 5:00 p.m. on weekdays, and at any time on weekends and holidays.
30. Garbage & Rubbish. Tenant shall not place garbage outside of your door or in the hallway. A \$50 fine will be imposed for each violation. Tenant will dispose of garbage and rubbish only as Landlord directs and to dispose from the Premises all rubbish, garbage and other organic and flammable waste in a clean and sanitary manner.
31. Notice. Give written notice to Landlord of any necessary repairs to be made. Tenant will notify Landlord immediately of any conditions in the Premises that are dangerous to human health or safety, or which may damage the Premises or waste the utilities provided by Landlord.

32. Carpet Cleaning. Tenant agrees to have carpet professionally cleaned using vendors approved by management before move out and to provide a receipt to Landlord. If receipt of carpet cleaning is not turned in to Landlord upon move out, Tenant will be charged \$250.

33. Common Areas. Care for and not misuse the common areas of the building and to ensure that his/her guests and invitees do the same.

IN WITNESS WHEREOF the parties hereto have executed this Lease the day and year first above written.

Dated: _____, 200__.

Dated: _____, 200__.

Tenants:

Landlord:

Tenant: Print: _____

University Square Village

Sign: _____

By: _____
Its: Manager