

MASSAGE BOOTH RENTAL AGREEMENT

This **Massage Booth Lease agreement ("Agreement")** has been entered into on _____, 20____. between the parties set forth below

PARTIES

Name of Lessor: _____ ("Lessor") with a mailing address of _____

AND

Name of Lessee: _____ ("Lessee") with a mailing address of _____

Lessee hereby leases from Lessor, and Lessor hereby leases from Lessee, the leased premises described in Paragraph 1 upon these terms and conditions in consideration of the mutual promises and stipulations contained in this Agreement.

Leased Premises.

The booth to which this Agreement applies is located at the address _____ and consists of an approximately ____ foot by ____ foot sized station ("Premises") sufficient for the operation of the Lessee's services. This lease grants the lessee the right to occupy the premises and operate it as a business open to the public.

Term of Agreement. (select one)

- **Fixed Lease.** This Agreement shall take effect on _____, 20____ and shall remain in effect until _____, 20____.
- **Month-to-Month Lease.** This Agreement shall take effect on _____, 20____ and remain in effect on a monthly basis until either the Lessee or Lessor gives notice otherwise. A party can terminate this Agreement by giving the other party a written notice of _____ days.
- **Week-to-Week Lease.** This Agreement shall take effect on _____, 20____ and remain in effect on a weekly basis until either the Lessee or Lessor gives notice otherwise. A party can terminate this Agreement by giving the other party a written notice of _____ days.

Fixed Rent:

Under this Agreement, rent shall be paid in the amount of \$ _____ Dollars (\$ _____) and is payable on the:

(select one)

- _____ weekly.

- _____ monthly.

a.) **Percentage Rent:** (select one)

As part of this Agreement, a percentage (%) rent is included. Additionally, the Lessee shall pay the Lessor _____ percent (____%) of all income generated from the Premises, less tips.

- A percentage (%) rent is not included in this lease

Payment of Rent.

All rental payments shall be paid, Less Tips, or by the following method: (select one)

- Cash

- Check

- Other.

Condition of the Premises.

Lessee agrees to accept the premises in their present condition.

Use of the Premises.

Lessee shall use the premises solely for the use of providing services related to massage therapy or any other services offered in the location of the Premises. Any use of the premises by the lessee in violation of any law, statute, ordinance, or regulation now or hereafter in force and applicable to the premises is prohibited. It is the Lessee's responsibility to comply with all property rules and regulations of Lessor at all times, as well as the Lessee's guests, customers, invitees, and agents.

Equipment and Personal Property.

Lessor agrees to provide the Lessee:

Table

Other _____.

Booth equipment can only be installed by a lessee with the consent of the lessor, and such consent should not be unreasonably withheld unless said equipment adversely affects the everyday operation of the booth.

Lessee to Maintain Premises.

The Lessee agrees to keep and maintain the premises in a good state of repair at all times. At the expense of Lessee, Lessee will promptly repair any damage to the premises caused by Lessee or any agent, employee, customer, guest or invitee of Lessee. Lessee shall not deface or damage the premises in any way. No structural changes or other alterations will be made to the premises without prior written consent from Lessor. At the end of the term of this Agreement, or at any earlier termination thereof, Lessee will return the premises in as good a condition as they were at the beginning at the term of this lease, except for ordinary wear and tear.

Janitorial Service.

Lessor may provide janitorial and cleaning services to the premises on a discretionary basis.

Utilities.

Lessor agrees to provide and be financially responsible for the following utilities:

- Water
- Electricity
- Telephone
- Heat
- Other _____.

Taxes. (select one)

- Lessee shall be responsible for paying its share of property taxes. Lessors are only responsible for real estate taxes if they own the premises or are subject to real estate tax obligations under their rental agreements.
- **Lessor** is responsible for all taxes associated with the Premises.

Indemnity by Lessee.

Lessee covenants and agrees to hold the Lessor harmless from any and all loss, claims, damage, and liability to any person or property occurring upon or about the premises from any cause whatsoever.

Default by Lessee:

If Lessee fails to perform any covenant or agreement under this lease, and if after Lessor has sent written notice to Lessee, such default shall continue for a period of _____ days, or if the leasehold interest of Lessee shall be taken on execution or other process of law or if Lessee shall petition to be or be declared bankrupt or insolvent according to law or make any conveyance or general assignment for the benefit of creditors or if a receiver be appointed for Lessee’s property and such appointment is not vacated and set aside within _____ days from the date of such appointment, or if proceedings for reorganization, arrangement, composition or other proceedings with creditors be instituted by or against Lessee, then, In any case, Lessor may enter and

take absolute possession of the premises immediately or at any time thereafter, without further notice or demand, without forfeiting the rent or covenants to be performed by Lessee, and without reentry working a forfeiture of these rents and covenants. Lessee for the full term of this lease. The Lessor may, in such circumstances, lease or sublet the premises, or any part thereof, for such terms and conditions, rent, and term as Lessor chooses, and, after subtracting the rent actually collected by Lessor from subletting from the rent that Lessee is required to pay under this lease, collect any balance due on the rent.

Assignment and Subletting.

A sublet or assignment of the premises by Lessee shall not be permitted without prior written permission from Lessor, which shall not be unreasonably withheld.

Damages to or Destruction of Premises.

It is Lessor's responsibility to repair and restore the premises as soon as reasonably practicable after such damage if it is partially or totally destroyed or damaged by fire or other hazards. Should, however, the premises become completely destroyed or so damaged that they cannot be reasonably used by Lessee, then the Lessor may terminate this lease by serving a written notice of the termination to Lessee.

Severability.

If any provision of this Agreement is invalid, it will not and shall not affect the validity of any other provision. Upon the invalidation of any provision of this Agreement, the parties agree that the remaining provisions shall be considered in full force and effect as if they had been executed by both parties following the invalidation.

No Waiver.

It shall not be construed as waiving any of the terms and conditions of this Agreement if either party fails to insist that any of the terms and conditions of this Agreement be performed or if any breach is waived, and the same terms and conditions shall remain in full force and effect as if no forbearance or waiver had occurred.

Governing Law.

Accordingly, this Agreement shall be construed, enforced, and governed by the laws of the State of _____.

Notices.

Notices under this Agreement must be in writing and shall be sufficient if sent by certified or registered mail to the respective addresses of each party at the beginning of this Agreement.

Attorney's Fees.

As part of any lawsuit filed in connection with this Agreement, any unsuccessful party will pay a reasonable sum for the successful party's lawyer fees in addition to all sums either party may be obligated to pay.

Mandatory Arbitration:

Any dispute arising under this Agreement shall be resolved by binding arbitration between the parties. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then decide a third. The third arbitrator so selected shall arbitrate said dispute. Arbitration shall be governed by the rules then in effect of the American Arbitration Association.

Assignment of Rights.

Under this Agreement, each party's rights are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Additional Terms & Conditions.

Modification of Agreement:

A modification or additional obligation assumed by either party in connection with this Agreement may only be binding if it is in writing and signed by each party or an authorized representative.

Entire Agreement:

The parties agree that this Agreement constitutes the entire agreement between them, and any prior understanding or representation of any kind preceding the date of this Agreement is not binding except to the extent incorporated in this Agreement.

WITNESS our signatures as of this ____ day of _____, 20____
below;

Signature of lessor _____ **Date** _____

Name in Print _____

Signature of lessee _____ **Date** _____

Name in Print _____