

SALON BOOTH RENTAL AGREEMENT

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

THE PARTIES

LESSOR: _____, whose mailing address is _____ (the "Lessor")

and

LESSEE: _____, whose mailing address is _____ (the "Lessee").

The Lessor hereby leases to the Lessee, and Lessee hereby leases from the Lessor, the leased premises described in Paragraph 1, as outlined in this Agreement.

Leased Premises.

In accordance with the terms of this Agreement, the booth under consideration is located at the following address:

_____ It will be comprised of approximately ___ foot by ___ foot sized station ("Premises") that are sufficient for the Lessee's operations. The Lessee shall be entitled to occupy the Premises and operate said booth as a public business.

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

Rent payment.

Payments of rent shall be made, less tips, or according to this procedure: (select one)

- Cash

- Check

- Other.

Condition of the Premises.

In accordance with the lease, the tenant accepts the condition of the premises as it is.

Use of the Premises.

During the term of the lease, lessee may use the premises only for the provision of hair cutting, coloring services, and other services relating to 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. (select as applicable)

The Lessor agrees to provide the Lessee with:

Booth

Chair

Table

Other _____.

The Lessee is only permitted to equip the booth with its own equipment with the permission of the Lessor unless said equipment disrupts the business's daily operations.

Premises Maintenance by lessee.

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.

At the lessor's discretion, the lessor may provide janitorial and cleaning services.

Utilities.

The lessee agrees to provide and pay for the following utilities: (select as applicable)

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.

The Lessee covenants and agrees to hold the Lessor harmless for any loss, claim, damage, or liability that may occur on the premises.

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.

This lease shall not be assigned or sublet by Lessee without prior written consent of Lessor, which shall not be unreasonably withheld.

Destruction or damage to 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.

Any invalidity of any part of this Agreement will not affect the validity of any other part. In the event that any provision of this Agreement is held invalid, the parties agree that the remaining provisions shall be in full force and effect as if they had been executed by both parties after the invalid provision has been expunged.

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.

Laws of the State of _____ shall govern, construe, and enforce this Agreement.

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:

Parties to this Agreement will be required to resolve any dispute by binding arbitration. Each party shall select one arbitrator if the parties are unable to agree on one. The two

arbitrators will then determine a third. The arbitration shall be conducted by the third arbitrator so selected. American Arbitration Association rules will govern the arbitration.

Assignment of Rights.

Unless both parties expressly and in writing consent, all rights under this Agreement are personal to each party and cannot be assigned or transferred to any other person, firm, corporation, or other entity.

Additional Terms & Conditions.

Agreement modification:

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:

It is agreed that this Agreement constitutes the entire agreement between the parties and any prior understandings or representations of any kind prior to its date are not binding except as incorporated into it.

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

Signature of Lessor _____ **Date** _____

Print Name _____

Signature of Lessee _____ **Date** _____

Print Name _____