

# MESSAGE BOOTH RENTAL AGREEMENT

This Booth Lease Agreement ("Agreement") made on \_\_\_\_\_, 20\_\_\_\_  
between:

**Landlord:** \_\_\_\_\_ (hereinafter referred to as "Lessor") with a mailing address of  
\_\_\_\_\_

AND

**Tenant:** \_\_\_\_\_ (hereinafter referred to as "Lessee") with a mailing address of  
\_\_\_\_\_.

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

**1. BOOTH DESCRIPTION:** The booth to which this Agreement relates to is located at the street address of \_\_\_\_\_ and shall consist of an approximately \_\_\_ foot by \_\_\_ foot sized station ("Premises") sufficient to operate the Lessee's services. Lessee shall have the right to occupy the Premises and to operate said booth as a business open to the public.

**2. PERIOD OF LEASE:** (check one)

- WEEK-TO-WEEK LEASE. This Agreement shall begin on \_\_\_\_\_, 20\_\_\_\_ and shall continue on a week-to-week basis until further notice of Lessor or Lessee. Either party may terminate this Agreement upon a \_\_\_\_-day written notice served on the other party.

- MONTH-TO-MONTH LEASE. This Agreement shall begin on \_\_\_\_\_, 20\_\_\_\_ and shall continue on a month-to-month basis until further notice of Lessor or Lessee. Either party may terminate this Agreement upon a \_\_\_\_-day written notice served on the other party.

- FIXED LEASE. This Agreement shall begin on \_\_\_\_\_, 20\_\_\_\_ and shall continue until \_\_\_\_\_, 20\_\_\_\_.

**3. PAYMENT METHOD:** All rental payments shall be paid, Less Tips, or in the following manner: (check one)

- Check

- Cash

- Other. \_\_\_\_\_

**4. LEASE PAYMENTS:** The rent under this Agreement shall be in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) due and payable on the: (check one)

- \_\_\_\_\_ of every week.

- \_\_\_\_\_ of every month.

A. **PERCENTAGE RENT:** (check one)

- This Agreement contains percentage (%) rent. In addition to the aforementioned Fixed Amount, the Lessee shall pay to the Lessor \_\_\_\_\_ percent (\_\_\_\_%) of all income, less tips, that is generated from the Premises.

- This lease does not contain percentage (%) rent.

**5. CONDITION OF THE PREMISES:** Lessee agrees to accept the premises in their present condition.

**6. USE OF 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. Lessee shall not use the premises nor permit the premises to be used, in any manner that violates any law, statute, ordinance or regulation now or hereafter in force and applicable to the premises. Lessee and Lessee's guests, customers, invitees, and agents shall at all times comply with all property rules and regulations of Lessor in existence.

**7. EQUIPMENT & PERSONAL PROPERTY:** Lessor agrees to provide the Lessee:  Table  Other \_\_\_\_\_. Lessee may equip the booth with Lessee's own equipment only with the consent of the Lessor and that it should not be unreasonably withheld unless said equipment disrupts the everyday business.

**8. LESSEE TO MAINTAIN PREMISES:** Lessor and Lessee agree that Lessee shall at all time keep and maintain the premises in a clean and neat condition and in a good state of repair. Lessee will at the expense of Lessee promptly repair any damage to the premises caused by any act or omission of Lessee or any agent, employee, customer, guest or invitee of Lessee. Lessee shall not in any manner deface or damage the premises or any part thereof. Lessee will make no structural change or other alteration to the premises without the prior written consent of Lessor. Lessee will return the premises peaceably and promptly to Lessor at the end of the term of this Agreement, or at any earlier termination thereof, in as good condition as the same are at the beginning at the term of this lease, ordinary wear and tear excepted.

**9. JANITORIAL SERVICE:** Lessor may provide janitorial and cleaning service to the premises at his/her discretion.

**10. UTILITIES:** Lessor agrees to provide and be financially responsible for the following utilities:  Water  Electricity  Telephone  Heat  Other \_\_\_\_\_.

**11. TAXES:** (check one)

- Lessee shall pay for their portion of real estate taxes associated with the Premises. This responsibility shall only be deemed valid if the Lessor owns the Premises or the Lessor is responsible for the real estate taxes in their rental agreement with the landlord.

- Lessor shall pay for all taxes associated with the Premises.

**12. 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.

**13. DEFAULT BY LESSEE:** If Lessee shall default in any covenant or Agreement to be performed by it under this lease, and if after written notice has been sent by Lessor 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, and in any of such events, Lessor may immediately or at any time thereafter, and without further notice or demand, enter into and upon the premises and take absolute possession of the premises, without such reentry working a forfeiture of the rents to be paid and the covenants to be performed by Lessee for the full term of this lease. In such events, Lessor may at Lessor's election lease or sublet the premises or any part thereof upon such terms and conditions and for such rent and for such term as Lessor may elect and, after crediting the rent actually collected by Lessor from subletting against the rentals required to be paid under this lease by Lessee, collect from Lessee any balance due on the rent required by this lease.

**14. ASSIGNMENT & SUBLETTING:** Lessee shall not assign this lease or sublet all or any part of the premises without having first received prior written consent of Lessor, which shall not be unreasonably withheld.

**15. DAMAGES TO OR DESTRUCTION OF PREMISES:** If the premises are partially or totally destroyed or damaged by fire or other hazard, Lessor shall repair and restore the premises as soon as it may be reasonably practicable to substantially the same condition in which the premises were before such damage, provided, however, in the event the premises are completely destroyed or are so damaged that they cannot reasonably be used by Lessee, then this lease may be terminated by Lessor by serving written notice of such termination upon Lessee.

**16. SEVERABILITY:** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

**17. NO WAIVER:** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**18. GOVERNING LAW:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of \_\_\_\_\_.

**19. NOTICES:** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

**20. ATTORNEY'S FEES:** In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

**21. MANDATORY ARBITRATION:** Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. 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. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

**22. ASSIGNMENT OF RIGHTS:** The rights of each party under this Agreement 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.

**23. ADDITIONAL TERMS & CONDITIONS:**

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**24. MODIFICATION OF AGREEMENT:** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

**25. ENTIRE AGREEMENT:** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

WITNESS our signatures as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ below;

**Lessor:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

**Lessee:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_