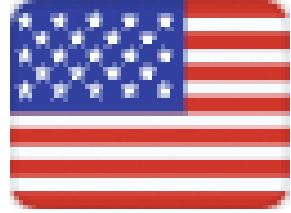


Booth Rental Agreement

Renter Contact Information

Name

▼

Address Line 1

Address Line 2 (optional)

Email

Phone

Premises & Booth Description

The booth to which this Agreement relates shall consist of an approximately 33 foot by 35 foot sized station 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.

Term of Lease

_____-to-_____ Lease. This Agreement shall begin on the day this contract is signed and shall continue a _____-to-_____ basis until further notice of Lessor or Lessee. Either party may terminate this Agreement upon a ___-day written notice served on the other party.

Type of Lease

- ☐ Fixed
- ☐ Week-to-week
- ☐ Month-to-month

Rent Amount & Payment Terms

The Business, LLC AGREES:

- a. To a fixed rent with credits for commissions as earned and all covenants as detailed in this agreement.
- b. Will maintain the utilities for the equipment in said station in good operating condition, except as against abuse or misuse by Lessee. Lessee shall be responsible for his/her own tools of the trade.
- c. To a fixed rent with credits for commissions as earned and all covenants as detailed in this agreement.

The Renter Agrees:

- a. Renter will maintain and operate a Vagaro account for booking and operation and a Vagaro Merchant Account for all payments and processing.
- b. To maintain the ability to make payments via ACH or other acceptable payment method.
- c. The renter, at their expense, must maintain all Licenses required by Professional and Legal standards, issued in the State of _____. The license must be publicly displayed or available on the premises at all times. The renter, at his/her expense, will maintain a current Independent Contractor and/or Station Renter License. Said licenses must be always available for review and upon request.
- d. To maintain the ability to make payments via ACH or other acceptable payment method.
- e. Lessee agrees to not compete against The Business. nor solicit any current Business employees or hairstylists.

Payment of Rent: All rental payments shall be paid, less credits earned for commissions of product, or the like sales determined on a weekly basis consistent with the term of the lease, payable in the following manner: ACH or other acceptable payment method.

Rent Increase: The Business shall give Renter 30-day notice of any change in the amount of rent and/or The Business's intent to increase rent.

Condition & Use of Space

Lessee agrees to accept the premises in their present condition. Lessee shall use the premises solely for the use of providing services related to hair cutting, coloring, 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.

Maintenance & Repairs

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.

Utilities and Expenses

Lessor agrees to provide and be financially responsible for the following utilities: Water, Electricity, Telephone, Heat.

Equipment & Personal Property

Lessor agrees to provide the Lessee: Station for services, allocated cabinet space, access to common areas for lessee and lessee customers and use of salon facilities, equipment, and furniture. Lessee may equip the station 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.

Utilities

Lessor agrees to provide and be financially responsible for the following utilities: Water, Electricity, Telephone, Gas, Wi-Fi/Internet connection, cleaning supplies and products associated with a full Backbar inclusive of samples of various salon products.

Property & Casualty Insurance

Carried by Lessor is for the building's furniture and fixtures and will not cover losses of lessee's personal property. The lessor is not liable for losses of tenant's business or personal property or properties of customers or guests. Lessor recommends that lessee secure his or her own insurance to protect against tenant's personal losses and casualty.

Professional Liability Insurance

Lessee must procure, provide and is responsible for his or her own professional liability insurance coverage, including providing proof of said coverage. Alternatively, Lessee can pay into coverage provided by Lessor's umbrella insurance policies. Cost is subject to change based on various factors. Notice of coverage and cost will be provided upon request to lessee.

Indemnity by Renter

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

Legal Cost

Renter agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by The Business as a result of any default by Tenant under this Lease.

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.

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.

Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____.

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.

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.

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


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.

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. No oral agreements have been entered into between the parties. This Lease, and the Rules and Regulations and policy changes herein referenced constitute the entire agreement of the parties. This Lease is binding upon the parties hereto and their respective heirs, successors, and assigns.

Date



Signature

I agree to all of the above. *

☐ I agree to use [electronic records and signatures](#).

Clear

X Employee Signature