

SALON BOOTH RENTAL AGREEMENT

This Salon Booth Rental Agreement (this "Agreement") is made and entered into as of the ____ day of _____, _____ and is between _____, with an address of _____ ("Owner") and _____, with an address of _____ ("Stylist").

RECITALS

WHEREAS, Owner owns or manages the beauty salon known as _____, which is located at _____ (the "Salon").

WHEREAS, upon the terms and provisions set forth in this Agreement, Owner desires to rent and sublet to Stylist a booth in the Salon identified as Booth Number ____ (the "Booth"), and Stylist desires to rent same from Owner.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises, and agreements set forth herein, Owner and Stylist do covenant, promise, and agree as follows:

1. PREMISES: Upon the terms and conditions set forth herein, Owner hereby leases and sublets the Booth to Stylist, and Stylist hereby leases and accepts same from Owner.

- Booth is fully enclosed and may be locked.
- Booth is an open chair within the Salon and cannot be locked.
- This Agreement includes the exclusive right to use the sink located within the Booth.
- This Agreement includes the non-exclusive right to use shared sinks within the Salon.
- This Agreement includes the right to use on-site laundry facilities.
- This Agreement includes the right to use Salon's software.

Additional Features and Amenities of Booth and Salon: _____

Nothing in this Agreement shall be construed as creating an employment relationship, it being expressly acknowledged that Stylist is not an employee of Owner. Accordingly, Stylist shall not be entitled to salary, benefits, or other compensation from Owner.

2. SERVICES: Stylist shall only use the Booth for performing the following salon services:



- Stylist shall have the right to set its own pricing for all services
- Pricing for services shall be set by the Salon.

Stylist shall be responsible for collecting all payments from Stylist's clients.

3. RETAIL PRODUCTS: Stylist shall have the right to sell on a retail basis or provide its clients with products as determined by Stylist.

Limitation:

- Notwithstanding the foregoing, Stylist agrees that they will not sell the following products or brands: _____

- Owner agrees that with respect to any new booth rental agreement entered into by Owner after the Commencement Date, other stylists under such agreements within the Salon shall be contractually prohibited by Owner from selling the following products at the Salon: _____

4. TERM OF AGREEMENT; COMMENCEMENT DATE: This Agreement shall have the following term (the "Term"):

- Month-to-Month, subject to 30-day advance written termination notice by either party.
- One Year. After the expiration of the first year, this Agreement shall thereafter automatically continue on a month-to-month basis unless either party provides the other with a 30-day advance written notice of termination (in which event this Agreement shall terminate upon the one-year anniversary of the Commencement Date). If this Agreement continues a month-to-month basis after the expiration of the initial one-year Term, then thereafter this Agreement may be canceled or terminated by either party by 30-days advance written notice of termination to the other.

Stylist may begin occupancy of the Booth on _____
(the "Commencement Date").

5. BOOTH RENTAL FEE; UTILITIES: Commencing as of the Commencement Date and throughout the Term, Stylist shall pay Owner the following:



- Base rental fee in the amount of \$ _____ per _____ (the “Base Rental Fee”).
- In addition to the Base Rental Fee, Stylist shall pay percentage rent to Owner in the amount of _____ % of Stylist’s gross sales of the prior calendar month, *excluding* sales of products.
- In addition to the Base Rental Fee, Stylist shall pay percentage rent to Owner in the amount of _____ % of Stylist’s gross sales of the prior calendar month, *including* sales of products.
- The Base Rental Fee and percentage rent (if any) are inclusive of all utilities and Wi-Fi.
- The Base Rental Fee and percentage rent (if any) do not include utilities or Wi-Fi. Accordingly, in addition to the Base Rental Fee and percentage rent (if any), Stylist shall pay Owner \$ _____ per month throughout the Term to cover Stylist’s share utilities and Wi-Fi.

All of the foregoing is collectively referred to herein as “Rent.” Rent is due and payable to Owner in advance, on the _____ day of each calendar month throughout the Term hereof. Rent shall be paid to Owner at Owner’s address as listed above, or as otherwise directed by Owner.

6. SECURITY DEPOSIT: Prior to the Commencement Date, Stylist shall pay Owner a Security Deposit in the amount of \$ _____. At the conclusion of the Term, Owner shall have the right to apply the Security Deposit towards any past due Rent or other financial obligations of Stylist hereunder and/or to pay for the cost of any damage to the Booth or Salon caused by Stylist or Stylists employees or clients. The balance of the Security Deposit, if any, shall be refunded to Stylist within thirty (30) days following expiration of the Term and Stylist’s vacate of the Booth.

7. HOURS OF OPERATION:

- Stylist may set his or her own hours of operation.
- Stylist must be open for business on the following days/times: _____
- Stylist shall be provided a key to the Salon. Stylist shall be responsible for ensuring that the Salon is locked or otherwise secured when Stylist leaves the Salon unless other stylists or Salon staff are then working at the Salon.



8. PERSONALIZATION OF BOOTH:

- Using good taste and reasonableness, Stylist may personalize and decorate the Booth, at Stylist’s sole cost and expense, with Stylist’s own décor and style items. Such décor items must be removed at the expiration of the Term, and any damage to the Booth caused by such removal shall be repaired by Stylist and shall be the responsibility of Stylist.
- Stylist will not decorate the Booth, other than a minimal amount of small personal/family photos.
- At the Commencement Date, Owner shall provide Stylist an allowance of \$ _____ to upgrade or decorate the Booth, in coordination and with the approval of Owner.
- Stylist may play its own music, so long as same does not interfere with other stylists or clients within the Salon.
- Stylist will not play its own music at the Booth.
- At all times, Stylist shall display in the Booth its applicable cosmetology license.

9. UPKEEP; MAINTENANCE AND REPAIRS; TAXES:

Day to day upkeep of the Booth, including proper disposal of hair clippings and disposal of trash, shall be the responsibility of Stylist. Stylist shall be responsible for their own taxes. Maintenance and repair of the Salon including any sinks within the Booth, as well as the property taxes for the Salon, shall be the responsibly of Owner.

10. INSURANCE: Stylist shall provide Owner with evidence of liability insurance, in the amount of not less than \$ _____.

Other insurance requirements: _____

11. INDEMNITY: Stylist shall forever indemnify, defend and hold Owner harmless, of and from any claim, demand, cost, liability, or expense incurred or suffered by Owner as a result of any breach by Stylist under this Agreement or due to any damage, occurrence, or omission by Stylist, including for personal injury and property damage; but excluding, however, any such liability caused by the negligence or willful misconduct of Owner. This indemnification obligation shall survive the cancellation or termination of this Agreement.

12. DEFAULT: If Stylist defaults in any of its obligations hereunder, Owner shall have the right to provide a notice of default to Stylist, which notice shall include a ten (10) day opportunity to cure. If Stylist fails to cure such default with such ten (10) day cure period,



Owner shall have the right to immediately terminate this Agreement. In such an event, Owner shall have the right to pursue all damages against Stylist, in accordance with applicable law.

13. ASSIGNMENT, SUBLETTING: Stylist shall not assign or sublet this Agreement or the Booth without the express prior written consent of Owner.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State in which the Salon is located.

15. ARBITRATION: In the event of a dispute under this Agreement which the parties are unable to resolve through their own negotiation and discussion, such dispute shall be submitted to binding arbitration, which arbitration shall be governed by the rules of commercial arbitration of the American Arbitration Association.

16. ENTIRE AGREEMENT: This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendment to this Agreement must be in writing and signed by the parties to be enforceable.

17. OTHER TERMS AND PROVISIONS: _____

IN WITNESS WHEREOF, the undersigned execute this Agreement as of the date set forth above.

Owner:

By: _____
Its: _____

Stylist:

By: _____
Its: _____



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