

## Hair Salon Booth Rental Agreement

Lease Agreement made on the \_\_\_\_\_ (date), between \_\_\_\_\_ (Name of Owner) of \_\_\_\_\_ (street address, city, county, state, zip code), referred to herein as **Lessor**, and \_\_\_\_\_ (Name of Lessee), of \_\_\_\_\_ (street address, city, county, state, zip code), referred to herein as **Lessee**.

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. **Leased Premises:** The premises to which this lease relates are located at \_\_\_\_\_ (street address, city, state, zip code), and shall consist of an approximately \_\_\_\_\_ foot sized station upon said premises sufficient to operate a hair services station. **Lessee** shall have the right to occupy the premises and to operate said hair services station as a business open to the public.

2. **Term of Agreement:** This lease agreement shall begin on \_\_\_\_\_ (date) 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.

3. **Rent:** The rental under this Agreement shall be in the amount of \$\_\_\_\_\_ per month, to be paid and payable by **Lessee** to **Lessor** on the first day of each month and continuing on the first day of every month thereafter during the term of this Agreement.

4. **Condition of the Premises:** **Lessee** agrees to accept the premises in their present condition.

5. **Use of the Premises.** **Lessee** shall use the premises solely for the operation of a hair services station. **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.

6. **Payment of Rental:** All rental payments shall be paid to **Lessor** at \_\_\_\_\_ (street address, city, state, zip code), or at such other place as may be designated in writing by **Lessor** to **Lessee**.

7. **Equipment and Personal Property:** **Lessor** has provided a booth, a chairs, and (list other equipment or fixtures) \_\_\_\_\_. **Lessee** may equip the booth with **Lessee's** own equipment.

8. **Lessee to Maintain Premises:** **Lessor** and **Lessee** agrees 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 will 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 will provide and pay for water, electricity, telephone and heat for the premises.

**11. Taxes:** Lessee will pay for all taxes associated with the premises.

**12. Indemnity by Lessee:** Lessee covenants and agrees to save Lessor harmless from any and all loss, claims, damage and liability to any person or property occurring on or about the premises from any cause whatsoever.

**13. Default by Lessee:** If Lessee shall default in or fail to perform any agreement to be performed by it under this lease, and if written notice has been sent by Lessor to Lessee, such default shall continue for a period of **10** days, or if the leasehold interest of Lessee shall be taken on execution or otherwise by law or if Lessee shall petition to be or be declared bankrupt or insolvent and refuse to make any conveyance or general assignment for the benefit of creditors or if a receiver is appointed for Lessee's property and such appointment is not vacated and set aside within **(e.g. 30)** days from the date of such appointment, or if proceeding for reorganization, arrangement, composition or other proceedings with creditors is instituted by or against Lessee, then, and in any of such events, Lessor shall, 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 and 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 mail 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 law suit is filed relating 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 the two arbitrators shall then select a third. The third arbitrator so selected shall arbitrate the dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

**22. 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.

**23. 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.

**24. 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.

WITNESS our signatures as of the day and date first above stated.

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Signature of Lessor)

\_\_\_\_\_  
(Signature of Lessee)

**SAMPLE**