

Salon Suite Lease Agreement

2179 Lawrenceville Hwy, Suite Q · Decatur, GA 30033 · 470-662-5937
everythingbeautysalonsuites@gmail.com

Offer Date: _____

THIS SALON SUITE LEASE AGREEMENT (the "Lease"), made on the Acceptance Date described herein, by and between _____, hereinafter called "Lessor," and _____, hereinafter called "Lessee," for and in consideration of the mutual promises and covenants contained in this Lease, Lessor does hereby lease to Lessee, and Lessee hereby leases from Lessor, the Salon Suite upon the following terms and conditions.

1. LEASED PREMISES

Lessor hereby leases to Lessee a space sufficient to operate a styling / cosmetology station in Lessor's salon, Everything Beauty and Supplies, located at 2179 Lawrenceville Hwy, Decatur, GA 30033, Suite Q. No refunds once the agreements of signed lease and payments are complete.

2. LESSEE'S RIGHT TO OCCUPY

So long as Lessee is not in default hereunder, Lessee shall have the right to occupy the Leased Premises solely for the operation of a styling / cosmetology station as a business open to the public. Lessee shall not use nor permit others to use the Leased Premises in any manner that violates any law, statute, ordinance, or regulation now or hereafter in force and applicable to the Leased Premises. Lessee and Lessee's customers, guests, and invitees shall at all times comply with all of Lessor's Policies and Procedures.

3. TERM OF LEASE

The initial term of the Lease shall be _____ months, beginning on _____, 20____ and ending on _____, 20____.

4. RENEWAL OF LEASE

At the expiration of the Lease term, and unless otherwise terminated pursuant to the terms of this Lease, this Lease will continue week to week. A two (2) week notice is required upon leaving, if need be.

5. RENT

The Rent payable under this Lease for use of the Leased Premises is _____ DOLLARS. **RENT IS DUE ON OR BEFORE 5:00 PM FRIDAY OF EACH WEEK.** Rent is due and payable in advance at Everything Beauty Salon Suites. Payment via cash, Apple Pay, or Zelle. There shall be assessed, at Lessor's option, a Fifty Dollar (\$50.00) late charge if any rent payment due hereunder is not received by Lessor on or before 5:00 PM Friday of each week.

6. TERMINATION OF LEASE

Lessee may terminate this Lease provided: (a) Lessee gives Lessor two (2) weeks written notice of termination; and (b) Lessee pays Lessor all rents and other charges due through the date of termination. There are no deposit refunds, nor will the last payment be covered (if offered) upon hire if the lease is

broken before the year lease ends. If hired during a move-in special, your first payment would be the actual price and, moving forward, the special kicks in weekly. Your last payment at the end of your year lease will be covered. Upon termination of the Lease for whatever cause, Lessee covenants and agrees promptly and peacefully to vacate and surrender possession of the styling / cosmetology station suite and all Equipment provided by Lessor in the same condition as and when received, except for reasonable wear and tear, back to Lessor. Lessor may terminate this Lease without cause by giving Lessee two (2) weeks prior written notice of termination.

7. DEFAULT

If any default is made in the payment of Rent or other sum due hereunder, or in compliance with any other term or condition hereof, this Lease, at the option of Lessor, shall be terminated and Lessor may remove all persons and equipment, and in any event may pursue such other and further remedies as allowed by law. **LESSOR MAY IMMEDIATELY TERMINATE THIS LEASE IF LESSEE BECOMES MORE THAN TWO (2) WEEKS PAST DUE IN RENT.** Written notice shall be delivered to the Lessee of any default or breach. Termination of this Lease shall not result if, within two (2) days of delivery of such notice, the default and/or breach has been satisfied or corrected by Lessee, at Lessor's discretion.

8. INDEPENDENT CONTRACTOR

Lessee agrees to acquire and maintain an Independent Contractor's permit as issued by the Georgia Commission, Georgia State Board of Barber Examiners, Georgia State and/or Massage Board. Lessee is leasing the styling / cosmetology station as an independent contractor. **LESSEE IS NOT AN AGENT OR EMPLOYEE OF LESSOR.** As an independent contractor, Lessee shall be responsible for establishing work hours, setting prices, making appointments, and otherwise conducting and controlling services performed at the styling / cosmetology station. Lessee shall furnish all personal tools, equipment, and supplies. Lessee agrees to be responsible for the collection and reporting of any and all taxes that may become due as a result of his/her business including, without limitation, all income taxes, self-employment taxes, unemployment taxes, and workman's compensation premiums. Lessee agrees to indemnify and hold Lessor harmless with respect to all of the foregoing.

9. PROFESSIONAL LICENSE

A valid license must be provided to Lessor upon request for the trade that Lessee intends to carry on at the Premises. All cosmetology, manicurist, and barber licenses shall be properly displayed. Lessee agrees to keep all personal licenses and permits pertaining to the rules and regulations of the Georgia Commission, Georgia State Board of Barber Examiners, Georgia State and/or Massage Board in a current and up-to-date manner. Lessee agrees to maintain his/her styling / cosmetology station and common areas under all of the rules of the Georgia State Board of Cosmetology and/or the Georgia State Board of Barber Examiners. No Lessee shall be granted access to the work area while licenses are suspended or in arrears. Violation of the above rules will, at Lessor's option, be grounds for immediate termination of this Lease.

10. POLICIES AND PROCEDURES

Lessee shall comply with the written Policies and Procedures (Exhibit A), which shall be considered part of this Lease. Lessor may make reasonable policy changes that are applicable to all Lessees and supplement the Policies and Procedures for the Premises. All changes and supplements to the Policies and Procedures shall be effective immediately and shall constitute a part of this Lease.

11. EQUIPMENT

Maintenance of styling station cabinetry, styling station chairs, mirrors, lighting, and other facilities which may become damaged from normal wear and use (where there is normal wear and tear, not neglect) is the responsibility of Lessee. Neglect will result in Lessee being charged the full replacement cost of the damaged Equipment.

12. ALTERATIONS

No substantial alterations, additions, or improvements shall be made by Lessee to the styling / cosmetology station without the permission of Lessor in writing. Such consent shall not be unreasonably withheld, but may include Lessor requiring Lessee to restore the styling / cosmetology station to its prior condition before moving out.

13. ACCESS TO PREMISES

Lessee has 24-hour access, seven (7) days a week. The Lessor, however, shall have no liability to Lessee and Lessee's customers, guests, and invitees for losses due to theft or burglary, or for damage done by unauthorized persons in the Premises, and neither shall Lessor be required to insure against any such losses. Lessee agrees not to permit access to the Premises to anyone besides paying customers after 10:00 PM and before 5:00 AM each day. The Lessor shall have no duty regarding security at the Premises other than to make necessary repairs to security devices. Lessee acknowledges that Lessor has made no representations, agreements, promises, or warranties regarding security at the Premises.

14. HEATING & AIR CONDITIONING

Hours for heating and cooling of the Premises will be 24 hours, seven (7) days a week. Electric space heaters are prohibited due to fire code, other health and safety considerations, and energy conservation. Lessor will permit Lessee use of approved space heaters only in those limited instances where the heating and cooling systems cannot provide temperatures within acceptable variation of the ranges. Energy-efficient table or pedestal fans are permitted and considered acceptable solutions to increase the sense of comfort by improving air movement for Lessee or Lessee's customers, guests, and invitees.

15. INDEMNITY; RESPONSIBILITY FOR LOSSES

Lessor shall not be responsible for losses due to theft, burglary, or negligence of the Lessor, whether such negligence is the sole or concurrent cause of a loss, or damages, injuries, or deaths to person or property of Lessee or Lessee's customers, guests, and invitees. The Lessor shall not be liable for personal injury to any Lessee and/or their customers, guests, and invitees. Lessee agrees to indemnify and hold Lessor harmless with respect to the foregoing, it being the express intent of the parties that Lessor be indemnified for Lessee's own negligence.

16. PROPERTY & CASUALTY INSURANCE

Insurance carried by Lessor is for the Premises' furniture and fixtures and will not cover losses of Lessee's personal property. The Lessor is not responsible for Lessee's contents coverage and Lessor is not liable for losses of Lessee's business or personal property or the property of Lessee's customers, guests, and invitees. Lessor is also not liable for any casualty to a customer, guest, or invitee while on the Premises or in service with Lessee. Lessor recommends that Lessee secure his/her own insurance to protect against Lessee's personal losses and casualty.

17. PROFESSIONAL LIABILITY INSURANCE

Lessee is responsible for his/her own professional liability insurance coverage.

18. UTILITIES

Normal operating electricity, water, sewer, and city trash removal are the responsibility of the Lessor.

19. MAINTENANCE

The cleanliness of the break room, restroom, waiting areas, corridors, and floors in common areas are to be maintained by all.

20. SEVERABILITY

If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Lease shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

21. ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Lease. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both parties.

22. GOVERNING LAW

This Lease shall be governed by and construed in accordance with the laws of the State of Georgia.

This Lease is hereby accepted on _____, 20____.

Lessee Acceptance and Contact Information

Lessee's Signature

Print or Type Name

Date

Lessee's Address for Receiving Notice

Lessee's Phone Number

Lessee's E-mail Address

Lessor Acceptance and Contact Information

Lessor's Signature

Print or Type Name

Date

Lessor's Address for Receiving Notice

Lessor's Phone Number

Lessor's E-mail Address