SALON BOOTH RENTAL AGREEMENT

This Salon Booth Rental Agreement (this "Agreement") takes effect on _____, 20____ (the "Start Date").

Salon Owner: _____, operator of the salon known as _____, at _____ (the "Salon").

Renter: _____, doing business as _____, mailing address _____. The Renter is a licensed _____ (for example hair stylist, barber, nail technician, esthetician, lash or brow artist, massage therapist or tattoo artist) who runs a separate business.

1. THE SPACE AND TERM

The Salon Owner rents to the Renter the following booth, chair, station, room or suite in the Salon: _____ (the "Space"). The Renter may use the Space only to provide these services: _____.

Term (check one): [ ] ongoing until either party gives _____ days' written notice; [ ] a fixed term ending on _____.

The Renter may use the Space during these hours: _____. Within those hours, the Renter alone decides its days, hours, clients and time off.

2. RENT AND DEPOSIT

Rent (check one): [ ] $_____ per week, due each _____; [ ] $_____ per month, due on day ____ of each month; [ ] ____% of the Renter's service revenue (not tips, sales tax or retail sales) for each week or month, reported in writing with each payment; [ ] base rent of $_____ plus ____% of service revenue.

Late charge: $_____ if rent is more than ____ days late. Security deposit: $_____, returned within ____ days after move-out with a written list of any deductions.

3. WHAT EACH PARTY PROVIDES

Rent includes (check all that apply): [ ] utilities; [ ] chair or table, station and mirror; [ ] shared shampoo bowls and dryers; [ ] reception; [ ] towels and laundry; [ ] Wi-Fi; [ ] restroom, break room and storage; [ ] parking.

The Renter supplies its own tools, equipment, professional products, disinfectant supplies, phone, booking tools and payment devices, and also: _____.

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4. INDEPENDENT BUSINESS

The Renter is an independent business, not an employee, partner or agent of the Salon Owner. The Renter sets its own prices, services, methods, schedule and products, books its own appointments, collects its own client payments, and may work elsewhere. The Salon Owner will not supervise the Renter's services, set a dress code, require meetings or set sales quotas. The Renter pays its own taxes and receives no wages or benefits from the Salon Owner.

The Renter's clients, client lists and records belong to the Renter. Nothing in this Agreement limits where the Renter may work after it ends. During the term the Renter will not use the Salon Owner's client records to solicit the Salon Owner's clients.

California: for licensed estheticians, electrologists, manicurists, barbers and cosmetologists, Labor Code section 2778(b)(2)(L) requires the renter to set its own rates, process its own payments, be paid directly by clients, set its own hours, keep its own book of business, hold its own business license, and issue a Form 1099 to the salon owner for rent.

5. LICENSES, SANITATION AND RETAIL

The Renter will hold and display every license its services require (license type and number: _____) and any business or booth rental license required by state or local law. The Salon Owner will keep the Salon's establishment license current.

Each party will follow the sanitation rules of the state licensing board and the local health department. The Renter will clean and disinfect its tools and work area after each client. A party whose violation causes a fine pays it.

Retail (check one): [ ] no retail sales; [ ] the Renter may sell its own products and keeps the proceeds; [ ] the Renter may sell the Salon Owner's products for a ____% commission.

6. INSURANCE, INDEMNITY AND DAMAGE

The Renter will carry professional liability and general liability insurance with limits of at least $_____ per occurrence and will give the Salon Owner a certificate of insurance before the Start Date.

Each party will indemnify the other for claims caused by its own services, employees, assistants, negligence or breach. The Renter will pay for damage it, its assistants or its clients cause beyond normal wear, and will make no permanent changes to the Space without written consent.

7. ENDING THE AGREEMENT AND GENERAL TERMS

Either party may end this Agreement at once by written notice if the other loses a required license, commits a serious health or safety violation, uses the Salon unlawfully, or does not fix a breach within 7 days after written notice. On the last day the Renter will remove its property, return all keys and leave the Space clean.

The laws of the State of _____ govern this Agreement. This Agreement is the complete agreement between the parties, can be changed only in a signed writing, and may be signed in counterparts and electronically. If any part is unenforceable, the rest stays in effect.

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Additional terms: _____

SIGNATURES

Salon Owner

Signature: _____ Date: _____

Printed Name: _____

Renter

Signature: _____ Date: _____

Printed Name: _____

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