

***Booth Rent Lease Agreement***

Between

The Beehive, Inc.

***as Landlord***

***and***

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***as Tenant***

| **Lease Agreement Overview:** |
| --- |
|
| The Premises (Booth #): | Total Months of Lease: |
|
| Security Deposit Amount: | Monthly Rent Amount: |
|
| Lease Begins: | Lease Ends: |
|

1. **Parties:**
2. This Booth Rent Lease Agreement (Agreement), made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is a mutual contractual business relationship where each Party is an independent business & where the relationship of the Parties is that of landlord/tenant:
	1. **Landlord:**  **[Landlord’s Name]**

 **[Address]**

 **[City, State, Zip]**

* 1. **Tenant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Full legal name of Tenant & business name)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(Residential street address)**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(City, State, Zip)**

* 1. The Landlord is leasing space to the Tenant so that they may operate their salon business within the Permitted Use. The conduct & control of all services performed rests solely with the Tenant.
	2. Neither Party is an employee, servant, agent, partner or joint venturer of the other Party.
	3. Neither Party is entitled to any benefits arising out of an employer/employee relationship, and neither Party has the authority to bind the other Party with regard to any agreements with third parties.

**II. Premise:**

1. The Premise to which this Agreement relates is located at:

**[Premise Name]**

 **[Address]**

 **[City, State, Zip]**

1. Premise shall consist of the following:
	1. Wet station with adjacent storage cabinets
	2. Salon chair
	3. Anti Fatigue mat
	4. Retail shelf
	5. Utility shelving in dispensary

III. **Permitted Use:**

1. Tenant shall have the right to occupy the Premises & to operate as a business open to the public performing cosmetology services allowed with the scope of State of Nebraska cosmetology license.
2. Tenant has the right to sell "Salon Professional" retail so long as they obtain proper permits from the State & local government, report sales to proper entities & pay all taxes collected to the State of Nebraska.
3. Tenant & their clients/guests/visitors, will not engage in unlawful or elicit activities on salon Premises.

**IV. Terms of Agreement:**

1. **Initial Duration:** fixed, 3 months:
	1. Begins: \_\_\_\_\_\_\_\_\_\_\_\_
	2. Ends: \_\_\_\_\_\_\_\_\_\_\_\_
2. **Second Duration:** fixed, 6 months:
	1. One week free rent.
		1. Begins: \_\_\_\_\_\_\_\_\_\_\_\_
		2. Ends: \_\_\_\_\_\_\_\_\_\_\_\_
3. **Continued Duration:** fixed, 12 months
	1. Two weeks rent free.
		1. Begins: \_\_\_\_\_\_\_\_\_\_\_\_
		2. Ends: \_\_\_\_\_\_\_\_\_\_\_\_
4. Either Party may terminate lease, for any reason, with a 30 written notice sent to the other Party’s address listed above.
5. Should either Party wish to change any terms of the Agreement before the Agreement ends, a request is to be made in writing and agreed upon by both Parties, signed, dated and a copy given to each Party.
6. If Tenant does not choose to sign a new lease at the end of each duration of time, the Agreement will continue on a month to month basis after the end date and all terms of the Agreement will remain agreed upon.
7. Landlord has the right to increase rent amount at the end of each leasing period, but no more than 7% per Nebraska law.

**V. Rent Free Week(s):**

1. Free week(s) must be used one week at a time.
2. Tenant will give Landlord at least two weeks' notice, in writing, that they will be utilizing free week.
3. Tenant must be current and up to date with their current rent.
4. Free week(s) can **NOT** be rolled over from one year to the next.

**VI. Payment of Rent:**

1. Rent paid weekly:
	1. **Amount:** $135/week
	2. **Due:** Every Monday by 5:00 PM
	3. **Payment:** Business Check, Money Order or EFT
		1. Any banking fees Tenant may acquire for using EFT are their sole responsibility.
		2. If paying by check or money order, payments should go into the locked box outside Landlord’s office, do **NOT** put on their station or hand it to them directly.
2. Rent paid monthly (discounted):
	1. **Amount:** $555/week
	2. **Due:** First Monday of the month by 5:00 PM
	3. **Payment:** Business Check, Money Order or EFT(please note payment instructions above).
3. Returned Rent Payment:
	1. Additional fee of $30 will be applied per Nebraska law.
	2. Late Payment statue will be put in order.
4. Late Payment:
	1. Tenants will acquire a late fee of $10/day that rent is not paid after grace period:
		1. **Weekly:** Rent: 2 days
		2. **Monthly:** 5 days
	2. If Landlord does not receive rent payment within 2 weeks (14 days) after grace period, it will be taken as the Tenant is terminating the Agreement.
		1. The contents of the Premise will be removed to make available to another tenant.
		2. Tenant’s property will be securely stored for up to 30 days, in which Tenant has to make arrangements to retain from the Landlord.
			1. After 30 days the contents become property of the Landlord.

**VII. Eviction:**

1. Reason to evict:
	1. Disruptive behavior at the discretion of the Landlord.
	2. Any illegal or illicit acts on property owned/managed by The Beehive, Inc. by Tenant, their clients and/or guests.
	3. License expiration, put on probation and/or revocation.
	4. Violation of Nebraska State Board of Cosmetology requirements/regulations.
2. Eviction process:
	1. Written notice will be sent via certified mail to the Tenant’s address provided in this Agreement explaining reason(s) for eviction.
	2. Tenant will have 14 days to correct violations and be in good standing with Landlord.
	3. Once 14 days to correct expire, notice to immediately terminate Agreement and 5 day notice to vacate Premise will be sent via certified mail to the Tenant’s address provided in this Agreement.
		1. Tenant will be responsible for paying rent during this time.
	4. If Tenant does not vacate the Premise within allotted time, the Landlord has the right to clear out contents of Premise and store in a secure area for up to 30 days at which the property will become that of the Landlord if arrangements to collect are not made.

**VIII. Access:**

1. Tenant is permitted 24/7 access to Premises and will be given an electronic passcode unique to them to access The Beehive, Inc.
2. Tenant understands that access may be denied due to emergency, regular maintenance, updates and/or repair.
	1. Landlord will, to the best of their ability, provide advance notice.
3. Tenants are solely in charge of their own business hours and free to schedule client appointments to which they feel best.
4. Rent payment also includes access to shared service areas that Tenant can reserve time slot via calendar in breakroom. These areas include:
	1. Nail tables
	2. Pedicure chairs
	3. Facial/lash/waxing rooms
5. Tenant has access to these common areas:
	1. Restrooms
	2. Dispensary
	3. Storage room & closets
	4. Kitchen/break room
	5. Shared parking lot
	6. Patio area in back of building
6. Tenant is responsible for general cleanliness of shared access and common areas use.
	1. It is expected that Tenant will immediately clean and sanitize all shared access area(s) after use even if that means their client has to wait.

**IX. Conditions of Premises:**

1. Tenant agrees to accept the Premises in their present condition.
2. Tenant will return Premises to Landlord peaceably and promptly at the end of the Agreement, or at any termination thereof, in same condition as the beginning of Agreement.
	1. Ordinary wear and tear are expected.

**X. Tenant Maintain Premises:**

1. Tenant shall at all times keep and maintain the Premises in a clean, neat condition and in a good state of repair.
2. Tenant will, at their own expense, promptly repair any damage to the Premises caused by any act or omission of the Tenant or any agent, employee, customer, guest, or invitee of the Tenant.
3. Tenant will make no alterations or structural changes to the Premises without prior written consent from the Landlord.

**XII. Damages or Destruction of Premises:**

1. If the Premises are partially or totally destroyed or damaged by fire or other hazard, Landlord shall repair and restore the Premises as soon as it may be reasonably practicable to do so.
	1. No rent will be due during this time period.
2. In the event Premises are completely destroyed or are so damaged that they can not be reasonably used, Agreement may be terminated by either Party by serving written notice of such termination via certified mail to the proper address in this Agreement.
	1. No rent will be due during this time period.
3. Landlord is not responsible for loss of Tenant property, whether damaged, lost, or stolen.
4. Landlord will not be held responsible for bodily harm that happens to Tenant that happens on Salon premises.

**XIII. Responsibilities of Landlord:**

1. The general cleanliness of The Beehive, Inc. except for:
	1. Booths including shelving and
	2. Tenant storage areas
2. Landlord will, at their expense, keep all equipment belonging to The Beehive, Inc. in good working order. In the instance repairs are needed, they will be done in a timely manner.
3. Landlord will ensure all bills and/or payments for general operations of The Beehive, Inc. are paid in a timely manner. May include:
	1. Building rent/mortgage
	2. Property taxes
	3. Property insurance
	4. Utilities (electricity, gas, sewer, water, trash collection, etc.)
	5. Wifi
	6. Snow removal
	7. Outside window cleaning
	8. Janitorial services
	9. Security/Fire alarms
4. Will not interfere or solicit retail sales from clients belonging to Tenant.
5. Does not handle any monies intended for the Tenant from clients.
6. The Beehive, Inc. operates by appointment only and the Landlord is not obligated to provide Tenant with clients.
7. The second Monday of every month the Landlord provides the opportunity for tenants to take part in “Lunch & Learn” at the salon which includes a lunch provided by the Landlord and educational resources from the community.
	1. Tenants are not REQUIRED to partake.
	2. Client services can still be provided as events take place away from clinic floor.
	3. There is no cost for “Lunch & Learn.”
8. The Beehive, Inc. is very active in the community and hosts monthly fundraisers for various charities, but does not expect or require Tenant to participate, however, they are welcome to.
9. In the event of a disgruntled client, Landlord will not intervene and can not be held responsible.

**XIV. Responsibilities of Tenant:**

1. Tenant, at their expense, must maintain a Cosmetology License, issued by the Nebraska State Board of Cosmetology.
	1. Must publicly display license at Premise. per State Board requirement.
2. File and pay own taxes (self-employment, sales tax, etc.)
3. Determine services offered, set prices and provide all tools/supplies to complete services.
	1. Agrees not to practice outside the cosmetology scope.
4. Completely in charge of determining business hours and free to schedule client appointments to which they feel best.
5. Decides what forms of payment they will accept and collects payment from their clients after services rendered if applicable.
6. Will maintain the orderliness, cleanliness & sanitation of Premise following requirements of Nebraska State Board of Cosmetology.
	1. Responsible for supplying any supplies needed such as:
		1. Trash receptacle (must be covered) and liners
		2. Cleaners
		3. Broom and dust pan
		4. Laundry detergent and bleach
		5. Receptacle for soiled items to be laundered (must be covered)
		6. Barbicide (or approved likeness)
		7. Clippercide (or approved likeness)
7. Must have blood spill kit at Premise.
8. Shall maintain, at all times during the term of lease, comprehensive general liability insurance with an insurance company licensed to do business in the state of Nebraska.
	* 1. Will also ensure LeeAnn Miley and The Beehive, Inc. are listed as additional insured.
		2. Will provide the Landlord with a copy of policy within 14 business days of signing lease.
	1. Decorate Premise to their own taste, excluding paint.
	2. Stock, price and sell retail to their own clients should they chose to.
		1. Must obtain proper retail sales tax permits and pay sales tax owed to the Nebraska Department of Revenue.
	3. Keep the thermostat(s) at 72-degrees at all times.
	4. Does not share security passcode to The Beehive, Inc. property.
	5. Comply with all statutes, ordinances and requirements of the city of Hastings, the State of Nebraska and Federal authorities;
	6. Pay Landlord for any fines that result in their negligence;
	7. Responsible for developing their own business brand, do their own marketing and determine, if any, sales/discounts/promotions they might have.

**XV. Code of Conduct:**

1. Tenant will at all times conduct and present themselves in a professional manner that coincides with the business of The Beehive, Inc.
2. Disagreements are not allowed to partake when any clients are present and should be addressed outside of The Beehive, Inc.

**XVI. Sublease:**

Tenant is not allowed to sublease without written permission from the Landlord.

**XVII. Indemnity by Tenant:**

Tenant covenants and agrees to hold the Landlord harmless from any and all loss, claims, damage, and liability to any person or property occurring upon or about the Premises from any cause whatsoever.

**XVIII. 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 the Agreement, shall not be construed as subsequently waiving any such terms or conditions, but the same shall continue in full force and effect as if no such forbearance or waiver had been exercised.

**XIX. Governing Law:**

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

**XX. Notices:**

Any notice provided for the concerning of this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to respective addresses of each party as set forth at the beginning of this Agreement.

**XXI. Attorney’s Fees:**

In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful party in the action shall pay the prevailing party, in addition to all the sums that either party may be called upon to pay, a reasonable sum for the successful party’s attorney fees.

**XXII. Severability:**

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force & effect.

**XXIII. Arbitration:**

1. All claims and disputes arising under or relating to this Agreement are to be settled by arbitration in the state of Nebraska or another location mutually agreeable to the parties.
2. An award of arbitration may be confirmed in a court of competent jurisdiction.

**XXIV. 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 or entity without the prior, express, and written consent of the other party.

**XXV. Modification of Agreement:**

A modification of the 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.

**XXVI. 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.

|  |  |
| --- | --- |
| **Landlord's Signature** | **Date** |
|  |  |
| **Full Printed Name** |  |

|  |  |
| --- | --- |
| **Tenant’s Signature** | **Date** |
|  |  |
| **Full Printed Name** |  |