

MASSAGE ROOM RENTAL AGREEMENT

I. The Parties. This Massage Room Rental Agreement (“Agreement”) is made on _____, 20____ between:

Lessor: _____ (“Lessor”) with a mailing address of _____

AND

Lessee: _____ (“Therapist”) with a mailing address of _____

For and in consideration of the mutual promises and stipulations contained in this Agreement, Lessor does hereby lease to Therapist, and Therapist hereby leases from Lessor, the leased premises described in Paragraph 1 upon the following terms and conditions.

II. Leased Premises. The booth to which this Agreement relates to is located at the street address of _____ and shall consist of an approximately ___ foot by ___ foot sized station (“Premises”) sufficient to operate the Therapist’s services. Therapist shall have the right to occupy the Premises and to operate said booth as a business open to the public.

III. Term of Agreement. (check one)

- **Fixed Lease.** This Agreement shall begin on _____, 20____ and shall continue until _____, 20____.

- **Month-to-Month Lease.** This Agreement shall begin on _____, 20____ and shall continue on a month-to-month basis until further notice of Lessor or Therapist. Either party may terminate this Agreement upon a ____-day written notice served on the other party.

- **Week-to-Week Lease.** This Agreement shall begin on _____, 20____ and shall continue on a week-to-week basis until further notice of Lessor or Therapist. Either party may terminate this Agreement upon a ____-day written notice served on the other party.

IV. Fixed Rent: The rent under this Agreement shall be in the amount of _____ Dollars (\$_____) due and payable on the: (check one)

- _____ of every week.

- _____ of every month.

a.) **Percentage Rent:** (check one)

- This Agreement contains percentage (%) rent. In addition to the aforementioned Fixed Amount, the Therapist shall pay to the Lessor _____ percent (____%) of all income, less tips, that is generated from the Premises.

- This lease does not contain percentage (%) rent.

V. Payment of Rent. All rental payments shall be paid, Less Tips, or in the following manner: (check one)

- Check

- Cash

- Other. _____

VI. Condition of the Premises. Therapist agrees to accept the premises in their present condition.

VII. Use of the Premises. Therapist shall use the premises solely for the use of providing services related to hair cutting, coloring, or any other services offered in the location of the Premises. Therapist 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. Therapist and Therapist's guests, customers, invitees, and agents shall at all times comply with all property rules and regulations of Lessor in existence.

VIII. Equipment and Personal Property. Lessor agrees to provide the Therapist: Booth Chair Table Other _____. Therapist may equip the booth with Therapist's own equipment only with the consent of the Lessor and that it should not be unreasonably withheld unless said equipment disrupts the everyday business.

IX. Therapist to Maintain Premises. Lessor and Therapist agree that Therapist shall at all time keep and maintain the premises in a clean and neat condition and in a good state of repair. Therapist will at the expense of Therapist promptly repair any damage to the premises caused by any act or omission of Therapist or any agent, employee, customer, guest or invitee of Therapist. Therapist shall not in any manner deface or damage the premises or any part thereof. Therapist will make no structural change or other alteration to the premises without the prior written consent of Lessor. Therapist 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.

X. Janitorial Service. Lessor may provide janitorial and cleaning service to the premises at his/her discretion.

XI. Utilities. Lessor agrees to provide and be financially responsible for the following utilities: Water Electricity Telephone Heat Other _____.

XII. Taxes. (check one)

- **Therapist** shall pay for their portion of real estate taxes associated with the Premises. This responsibility shall only be deemed valid if the Lessor owns the Premises or the Lessor is responsible for the real estate taxes in their rental agreement with the landlord.

- **Lessor** shall pay for all taxes associated with the Premises.

XIII. Indemnity by Therapist. Therapist covenants and agrees to hold the Lessor 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.

XIV. Default by Therapist: If Therapist shall default in any covenant or agreement to be performed by Therapist under this lease, and if after written notice has been sent by Lessor to Therapist, such default shall continue for a period of _____ days, or if the leasehold interest of Therapist shall be taken on execution or other process of law or if Therapist shall petition to be or be declared bankrupt or insolvent according to law or make any conveyance or general assignment for the benefit of creditors or if a receiver be appointed for Therapist's property and such appointment is not vacated and set aside within _____ days from the date of such appointment, or if proceedings for reorganization, arrangement, composition or other proceedings with creditors be instituted by or against Therapist, then, and in any of such events, Lessor may immediately or 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 Therapist 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 Therapist, collect from Therapist any balance due on the rent required by this lease.

XV. Assignment and Subletting. Therapist 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.

XVI. 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 Therapist, then this lease may be terminated by Lessor by serving written notice of such termination upon Therapist.

XVII. 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.

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 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.

XIX. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____.

XX. Notices. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address 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 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.

XXII. 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 both arbitrators shall then decide a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

XXIII. 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.

XXIV. Additional Terms & Conditions. _____

XXV. 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.

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.

WITNESS our signatures as of this ____ day of _____, 20____
below;

Lessor's Signature _____ Date _____

Print Name _____

Therapist's Signature _____ Date _____

Print Name _____