

SALON LEASE AGREEMENT

This AGREEMENT (herein referred to as the "Lease") is entered into by **GLOBAL MEGA SALON** d/b/a **Firewheel Salons** (herein referred to as "Lessor"), and \_\_\_\_\_ (herein referred to as "Lessee"). Lessee agrees to rent certain space located in the salon suite ("Salon") operated by Lessor at **4280 Lavon Dr. Garland, TX 75040 suite #280** upon the following terms:

The Initial Term of this Lease shall be for a period of \_\_\_\_\_ (\_\_\_\_) months, beginning on \_\_\_\_\_, for: The space leased to Lessee shall be Suite # \_\_\_\_\_ ("the Premises") and shown on the site plan attached hereto. If Lessee shall hold over after the expiration of the Initial Term (without renewing the Agreement as provided herein), this Agreement shall be deemed to continue on a month-to-month basis, in accordance with all of the provisions of this Agreement applicable to a month-to-month tenancy, but the Rent payable hereunder shall be a sum equal to the Rent payable during the last month of the stated term of this Agreement and subject to increase at any time by Lessor upon thirty (30) days written notice.

**A. LESSOR SHALL PROVIDE THE FOLLOWING SERVICES UPON PROMPT PAYMENT OF RENT BY LESSEE:**

1. All Salon permits required of Lessor by the Texas Department of Licensing And Regulation ("TDLR"), Texas Cosmetology Commission or the Texas State Board of Barber Examiners.
2. The following Salon equipment:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Maintenance of common areas, break room, laundry room and changing room subject to Lessor's rules and regulations.
4. Maintenance of Salon equipment, including plumbing and electrical maintenance caused by normal wear and tear, but not as a result of Lessee's negligence or intentional acts.
5. Common utilities for the Salon, subject to the rules and regulations of the supplier, excluding Lessee's telephone service and internet. Each single suite shall have Salon standard electrical service for one (1) complete set-up. Each double suite shall have Salon standard electrical service for two (2) set-ups. Each triple suite shall have sufficient Salon standard electrical service for three (3) complete set-ups. Lessor shall not be responsible for any interruption of utilities and will use reasonable efforts to restore any service that becomes unavailable, but such unavailability shall not render Lessor liable for any damages caused by same or be considered a constructive eviction of Tenant.
6. Lessor and/or it's agent's or acting agent's WILL NOT BE LIABLE to Lessee, its employees, invitees, clients, visitors, invited or uninvited guests or any other person for injury to any such person(s) for Bodily Injury, or Property Damage to personal property caused by any act,

omission, or neglect of the Lessee, Lessee's agents, invitees, customers, or any other lessee of the Salon, whether within the Premises or on or about the common area of the Salon.

**B. LESSEE SHALL BE RESPONSIBLE FOR THE FOLLOWING:**

1. Lessee shall be responsible for complying with all rules, regulations, and requirements of all governmental agencies, including, but not limited to: the city, county, state, and/or any other state and federal agencies (including the TDLR), and the laws thereunder and general rules promulgated from time to time by Lessor for the Salon. It is the sole responsibility of the Lessee to keep all applicable license(s) and/or permits current and displayed in an attractive manner. Lessee shall indemnify, defend, and hold Lessor and its agents and representatives harmless from any and all fines, penalties and expenses which are brought against or incurred by Lessor as a result of Lessee's breach of this paragraph B(1) or noncompliance of any governmental rule, regulation or provision by Lessee. Lessee shall promptly pay Lessor upon demand for all such penalties, fines and expenses incurred by Lessor as a result of Lessee's breach hereof and Lessee's failure shall be a default hereunder.
2. Lessee shall only sell beauty products, services or supplies related to the beauty industry. These products shall only be displayed in the Premises. Other services and/or products must be approved by Lessor prior to the display or sale thereof.
3. Lessee shall be responsible for collecting, reporting, and paying all taxes that become due or are currently due by the Lessee, as a result of doing business; including, but not limited to, state sales and use tax, federal income tax, social security tax, unemployment tax [in the event the Lessee maintains employees and any other taxes designated by federal, state, and local organizations as mandated by the current law(s)]. Lessee acknowledges that he/she is an independent contractor and the Lease shall not, and will not imply any employer/employee relationship with Lessor.
4. Lessee will be responsible for and control the conduct of his/her client's, their children, or any other guest that is on the Premises and Salon as invited or uninvited guests, so that the other tenants and their clients are not disturbed. Minor children are not allowed to remain on the Premises or Salon unless they are receiving paid services from the Lessee, or accompanied by an adult receiving paid services from the Lessee.
5. Lessee must park in the designated area(s) as set forth from time-to-time by Lessor.
6. If modification of any construction, electrical or plumbing device is requested by Lessee, it shall be at the sole expense of the Lessee, and shall be subject to Lessor's prior written approval. All work must be done only by licensed plumbers/electricians, etc. approved by Lessor.
7. Lessee agrees to indemnify and hold Lessor, it's agents, or representatives, harmless from any and all claims, liabilities, and damages arising from any occurrence arising in or on the Premises, or for any loss arising as a result of Lessee's failure to perform its obligations under the Lease.
8. Lessee agrees to exercise reasonable care of the equipment and plumbing. Any damage due to Lessee's negligence, acts or omissions whether accidental or intentional, is the responsibility of the Lessee.
9. Lessee shall be responsible for all keys provided by Lessor at the time the Lease is executed. The keys must be returned to the Lessor upon expiration/termination of the Lease, in order for any

consideration for a security deposit return. Lessee shall be responsible for any lost or stolen keys, in the event of loss, it will be the responsibility of the Lessee to notify the Lessor, and the items will be replaced at the expense of the Lessee.

10. Lessee agrees to furnish and pay for his/her telephone service, long distance service, internet and any other desired computer, wireless or telephone equipment; including, but not limited to: telephone, telephone answering machines, internet and wireless services or any other equipment not furnished by Lessor and set forth in Article A(2) above..
11. Lessee agrees not to share, sublease or rent all or any portion of the Premises or common area, without the prior written approval of Lessor, in Lessor's sole discretion.
12. Lessee agrees that Lessor shall have the right to enter, inspect and/or repair the Premises at any time designated necessary by Lessor.
13. Lessee agrees to set his/her own working hours, charges for services, charges for supplies, and any advertising desired by the Lessee.
14. Lessee agrees to properly maintain the Premises, including keeping the area clean and in an attractive condition, and in compliance with any Health Department, TDLR, and other governmental regulations or laws thereof.
15. Lessee agrees that upon termination of this Lease, the Premises will be repaired and left in the original pre-lease condition at the expenses of the Lessee, unless agreed to in writing by the Lessor upon departure of the Lessee.
16. Lessee is responsible for providing all changes of address and telephone numbers, and any costs related thereto.
17. Lessee agrees to help maintain the common area surrounding the Premises consistent with the remainder of the Salon, by keeping the doors free of any attachments (with the exception of Lessee's ID or holiday decorations, approved by Lessor). The outside and inside of any windows shall not contain any signs, decals, or any other item with the exception of the business card of the Lessee, unless approved in writing by Lessor.
18. Lessee agrees to provide a list of equipment that will be provided by the Lessee prior to the execution of the Lease, and the move-in of the Lessee as provided in the space below:

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19. Lessee agrees to conduct its business in a first class, professional manner. Lessee also agrees to positively interact with other tenants, and the clients thereof.
20. Lessee agrees that all cabinets, furniture, and fixtures; including, but not limited to: mirrors, and other permanently installed fixtures, whether installed by the Lessee after the execution of the Lease, or provided by the Lessor prior to the execution of the Lease, shall remain in the Premises at the end of the Lease term.

21. Lessee agrees that no radios, televisions, or any other sound device will be installed outside their designated Premises. Any such sound devices within the Premises shall be maintained at a low volume, in order not to disturb other tenants, and their clients.
22. Lessee agrees that nothing will be installed in or on the walls or floors of the Premises with any type adhesive, nails, or other attachment.
23. Lessee may change the décor of the Premises only with the prior, written approval of Lessor.
24. Lessor assumes no responsibility for maintenance of the Shopping Center or services and utilities furnished by the Shopping Center owner. Lessor shall not be liable to Lessee for any interruption of such services or utilities.
25. Lessor shall not be responsible for damaged, lost, or stolen personal property or equipment from the Premises, the Salon, common areas, parking lot, or Shopping Center, or public areas. It shall be the sole responsibility of Lessee to insure its property from such acts, damage, or casualty.
26. By taking possession of the Premises, Lessee hereby accepts same AS-IS and agrees that the Premises is in good condition and all of the requirements of Lessor hereunder have been fulfilled.
27. Lessee acknowledges that Lessor holds the Executive Suite under a master lease (herein called the "Master Lease") from the Shopping Center owner (herein called the "Shopping Center Owner") and agrees to be bound by such Master Lease and by the rules and regulations of the Shopping Center Owner from time to time in effect.

**C. RENT AND SECURITY DEPOSIT.**

1. **SECURITY DEPOSIT:** A Security Deposit equal to one (1) week lease payment shall be required at the time the Lease is signed. A Security Deposit in the amount of \$ \_\_\_\_\_ shall be held for Suite No. \_\_\_\_\_, Type of Payment (check or cash), Check No. \_\_\_\_\_ Received by \_\_\_\_\_, Date \_\_\_\_\_.

The balance of the Security Deposit, not applied by Lessor to satisfy Lessee's obligations hereunder, will be returned within a reasonable time after the term of the Lease ends. The Security Deposit entitles the Lessee to \_\_\_\_\_ ( ) weeks free lease time during the first \_\_\_\_\_ ( ) months of the Lease term (on a prorata basis each quarter). Lessee must specify in writing to Lessor the intended dates for such free lease payments.

2. **RENT:** The weekly lease payment for Suite No. \_\_\_\_\_ shall be \$ \_\_\_\_\_.

The weekly rent payment shall be paid in advance, and the term of the Lease period shall begin on Thursday of each week, and will end on Wednesday, the following week at 12:01 A.M. Lease payments will become due and payable at the management office on Thursday of each week before 1:00 P.M. An administrative fee in the amount equal to 5% of the weekly lease payment as specified in this Lease may be assessed per day, not compounded, for all late payments. A \$25.00 fee will be charged to Lessee for each returned /NSF check. Lessor may require all returned/NSF checks and fees from Lessee to be made by cashier's check or in cash.

3. If Lessee relocates during the course of the Lease term, for any reason other than by the determination of the Lessor, a non-refundable fee in the amount of \$100.00 shall be imposed for expenses incurred by Lessor for refreshing the vacated Premises. Lessee also agrees that a new lease shall be executed. Lessor, in Lessor's discretion, may relocate Lessee to other suites of comparable finish-out in the Salon.

4. The number of person(s) allowed in a suite shall be determined by state laws and at the discretion of the Lessor. A fee will be added to the weekly lease payment for the number of additional person(s) occupying the Premises. A fee will also be imposed for any extra furniture requested by the Lessee, which is not stated in the Lease by the Lessor as a part of the original Lease.

**D. TERMS AND CONDITIONS FOR TERMINATION OF LEASE AGREEMENT:**

1. In the event Lessee shall default in the prompt payment of Rent when same is due or violate or omit to perform any of the provisions of this Agreement as and when required, Lessor may send written notice of such default to Lessee by mail, facsimile, or hand delivery to the Premises, and unless Lessee shall completely cure said default within three (3) days after such notice is sent by Lessor, Lessor may re-enter the Premises by summary proceedings, or by force, without being liable for prosecution therefore, take possession of said Premises, and remove all persons or property therefrom, and may elect to either cancel this Agreement, or relet the Premises for the account of Lessee and receive the Rent therefore, which Rent shall be applied first to the expenses incurred by Lessor in reletting, and then to the payment of the Rent due and payable under this Agreement. Notwithstanding the foregoing, Lessee will remain liable for any deficiency which may result. No reentry by Lessor during existence of a default shall be deemed an election by Lessor to terminate this Agreement unless Lessor expressly so notifies Lessee in writing. Lessor shall specifically have the right to institute and maintain an eviction suit, and obtain a writ for possession thereby. Lessor shall have the right to change locks at any time while a default has occurred and is continuing without any written notice, in addition to all other remedies hereunder without any type of written notice. There will be no return of the Security Deposits, or any other pro-rated payments if the termination of the Lease is executed by the Lessor for ANY illegal activity on the said Premises or Salon;
2. Negative conduct or business which adversely effects the Lessor, the professional image an atmosphere of the Lessor, and or the other tenants and their clients, shall be grounds for immediate termination of the Lease by Lessor;
3. Any unauthorized use granted to anyone other than Lessee, for access cards or keys to the said Premises or Salon;
4. In the event the Lessee shall die or become permanently disabled and no longer able to fulfill the Lessee's obligations under this Lease, either Lessor or Lessee (or Lessee's executor) may terminate this Lease with thirty (30) days' prior written notice.

E. This Lease has \_\_\_\_ addendum(s) and such addendum is considered a legal and binding amendment to the Lease.

ENTERED INTO AND SIGNED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LESSEE

LESSOR

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

LESSEE CURRENT HOME ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

EMAIL: \_\_\_\_\_

IN CASE OF EMERGENCY NOTIFY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Address and telephone number)

COSMETOLOGY LICENSE NO.:

\_\_\_\_\_

CAR MODEL/LICENSE NO.:

\_\_\_\_\_

DRIVER'S LICENSE #/STATE OF ISSUE:

\_\_\_\_\_

SOCIAL SECURITY NUMBER:

\_\_\_\_\_