



STEADFAST *Tattoo Co.*

BOOTH RENT & SHOP SPACE AGREEMENT

This **Booth Rent & Shop Space Agreement** (“Agreement”) is entered into by and between **Steadfast Tattoo Co., LLC**, an Oregon limited liability company (“Shop”), and the undersigned **tattoo professional** (“Artist”).

This Agreement governs the rental of workspace within the Shop and does not create an employment relationship.

1. Independent Business Status

The Artist operates as an independent business entity and is not an employee, partner, or agent of the Shop.

Nothing in this Agreement shall be construed to create:

- An employer–employee relationship
- A partnership or joint venture
- A profit-sharing arrangement

The Artist is solely responsible for their own business operations, taxes, licensing, insurance, and client management.

2. Non-Exclusivity

This Agreement is non-exclusive. The Artist is free to provide tattoo services at other locations or operate their business independently elsewhere, unless otherwise agreed in writing.

3. Professional Qualifications

Artist must:

- Hold a valid Oregon Tattoo License
- Maintain current Bloodborne Pathogens (BBP) and CPR/First Aid certifications
- Maintain personal professional liability insurance
- Comply with all Oregon Health Authority requirements
- Maintain active and appropriate payment processing systems

Failure to maintain required licensure or insurance constitutes breach of this Agreement. The Artist must provide proof of insurance upon request and immediately notify the Shop of any cancellation, lapse, or material change in coverage.

4. Booth Rent & Payment Terms

Monthly Booth Rent: \$1,100

Rent is due by 7:00 PM on the 1st day of each month via approved payment method.

Rent covers:

- Use of assigned workstation
- Utilities
- Facility licensing
- Shop based marketing support
- Shared common supplies and disposables
- Access to shared shop resources

Late Payment Terms

- \$50 late fee applied after 7:00 PM on the 1st
- \$20 per day accrues until paid in full
- Failure to pay within 7 days may result in termination of rental privileges and deactivation of access

Partial payments, slow periods, client cancellations, or equipment issues do not defer rent.

5. Annual Adjustments

The Shop may adjust booth rent or associated fees annually with 30 days written notice. Adjustments apply to future rental terms or renewals.

6. Artist Business Responsibilities

The Artist is fully responsible for:

- Client acquisition and retention
- Scheduling and calendar management
- Deposits and payment processing
- Taxes and financial reporting
- Design work and consultation management
- Filling cancellations
- Portfolio upkeep and marketing

The Shop does not guarantee clientele or income.

The Artist operates under their own business name and branding and retains full control over pricing structure, artistic style, scheduling, and client selection.

Pricing autonomy is subject to the Shop's Client Billing Standards outlined in Section 13 for tattoo services performed within the Shop.

7. Station Utilization & Operational Engagement

The rented station must be actively utilized as a functioning tattoo business.

The Shop does not mandate specific hours or days.

However:

- Stations may not be used for storage-only purposes.
- Extended non-use of the rented space exceeding 30 consecutive days without communication constitutes voluntary relinquishment of station rights and may result in termination of this rental agreement.
- Artists must maintain reasonable communication regarding prolonged absence.

The Shop reserves the right to reclaim unused stations if the space is not being operated as an active business.

For planning and space allocation purposes, Artists are expected to maintain consistent in-shop presence reflective of an actively operating business. As an industry reference point, full-time operation within a commercial tattoo studio typically reflects multiple working days per week.

Failure to maintain consistent operational presence may result in reassignment or termination of rental space at the Shop's discretion.

8. Time Off & Extended Absence

- Artists may take time off at their discretion.
- The Shop requests advance notice of absences exceeding 5 consecutive days.
- Extended absence does not pause rent unless a written rent-hold agreement is approved.
- Failure to communicate absence for 30 consecutive days will be considered abandonment of space.

9. Sanitation & Station Standards

Artists must comply with all Oregon Health Authority sanitation requirements.

Minimum expectations include:

- Use of barrier protection
- Proper surface wrapping
- Appropriate disinfectant use
- Cartridge and machine sanitation
- Clean linens for each client

Failure to maintain sanitation standards constitutes breach of Agreement.

10. Damage to Premises & Equipment

The Artist is financially responsible for damage to the Shop premises, fixtures, utilities, or shared equipment resulting from negligence, misuse, or intentional conduct.

Repair or replacement costs may be invoiced and must be paid within 10 business days.

11. Professional Conduct & Studio Culture

Steadfast Tattoo Co. maintains a professional, respectful, and safety-centered environment.

Artists must:

- Remain substance-free while working
- Maintain hygiene suitable for close-contact work
- Communicate respectfully with clients and peers
- Maintain a workstation reflecting studio standards

Behavior that damages client trust or shop reputation may result in termination of Agreement. Enforcement of these standards is limited to conduct occurring within the Shop premises or while representing the Shop brand.

12. Neutral Client Environment & Content Standards

The Shop is committed to maintaining an inclusive and professionally neutral environment.

The following are not permitted within the studio:

- Political campaign promotion
- Politically driven or partisan art
- Tattoos intended to promote political candidates or active political movements
- Artwork designed primarily to provoke political or social division
- Political signage or advocacy messaging displayed in workstations or common areas

Artists may not initiate or engage in political or divisive discussions during client sessions. If a client initiates such discussion, the Artist must professionally redirect. This policy governs conduct within the Shop only and does not regulate lawful personal activity outside of work.

13. Client Billing Standards

Artists agree to maintain transparent and ethical billing practices.

Clients may only be charged for active tattooing time (“needle-in-skin” time), unless alternative pricing is clearly disclosed and agreed upon in advance. Design time, setup, breakdown, photography, or administrative time shall not be billed as tattoo time unless previously disclosed.

The Shop may address billing practices that create reputational risk.

This provision governs billing transparency standards within the Shop environment and does not dictate the Artist’s independent pricing.

14. Termination

This is a commercial space rental agreement and may be terminated by either party at any time upon written notice. The Shop may terminate this Agreement with or without cause.

Two weeks' notice is requested from artists, but not required.

Immediate termination may occur for:

- Nonpayment of rent
- Sanitation violations
- Substance use on premises
- Harassment or misconduct
- Violation of studio content policies
- Licensing failure

Consistent client complaints, demonstrably unsafe application practices, or work that materially damages the Shop's professional reputation may constitute breach of this Agreement.

The Shop reserves the right to terminate this rental agreement if the Artist's work or conduct creates significant reputational, ethical, or safety concerns within the shared environment.

15. Station Vacancy, Storage & Abandoned Property

If an Artist vacates or is terminated:

- All belongings must be removed within 72 hours of written notice.
- Daily rent accrues at $\$1,100 \div 30 = \36.67 per day until fully vacated.

If items remain after 72 hours:

- \$36.67 daily rent continues
- \$40 per day storage fee applies

If property remains unclaimed for 45 days:

- Items are considered abandoned
- Shop may sell, repurpose, or dispose of property
- Proceeds may be applied toward outstanding balances

Artist relinquishes ownership rights after 45 days.

16. No Control Over Work Performance

The Shop does not supervise, direct, or control the manner or means by which the Artist performs tattoo services. The Artist determines their own methods, artistic process, scheduling, pricing, and client relationships.

The Shop's authority under this Agreement is limited to protection of premises, sanitation compliance, rent collection and preservation of brand standards within the shared environment.

17. Governing Law & Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

Any dispute arising out of or relating to this Agreement shall be resolved exclusively in the state courts located in Deschutes County, Oregon.

18. Entire Agreement

This Agreement represents the entire understanding between the parties and supersedes prior commission-based or independent contractor arrangements.

19. Indemnification

The Artist agrees to indemnify, defend, and hold harmless Steadfast Tattoo Co., LLC, its owners, and affiliates from any claims, damages, liabilities, legal fees, or expenses arising out of the

Artist's services, conduct, negligence, client disputes, or violation of law. The Artist acknowledges that they operate as an independent business and are solely responsible for claims arising from their tattoo services.

Signatures:

Artist Signature: _____

Printed Name: _____

Date: _____

Steadfast Tattoo Co., LLC

By: _____

Elisabeth Randall, Owner

Date: _____