

**LEASE AGREEMENT
DEFINITIONS AND CERTAIN BASIC PROVISIONS**

The following sets out certain defined terms, financial terms and other information pertaining to this lease;

(a) "Owner": Elite Studios, LLC
4741 Brick Church Pike
Goodlettsville, TN 37072

(b) "Associate": the applicant leasing a space within Elite Studios Salon Suites

Associate's Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Email _____

(c) "Building"; the building located at 179 Hancock Street #205, Gallatin, TN 37066.

(d) "Salon Suite": suite number _____ located within "Elite Studios Salon Suites".

(e) "Salon Suite" will be used for the purpose of _____ and no other purpose.

(f) Starting date _____ day of _____ 20 _____

(g) Rent \$ _____ .00 weekly

(h) Term of Lease: 1 year automatically renewing continuously for one year unless a notice of termination is given by Associate or Owner at least 28 days prior to renewal date. 1 free week of vacation will be granted upon lease renewal each year.

(i) Security Deposit: \$ _____ .00 (one times weekly rent).

(j) Equipment within Suite: (check all that apply and how many)

Styling Chair _____ Mirror _____ Work Station _____ Shampoo Bowl _____ Shampoo Chair _____

Standing Dryer _____ Work Sink _____ Manicure Table _____ Tech Chair _____ Client Chair _____

Locked Storage _____ Windows/Blinds _____

Owner hereby leases to associate the Salon Suite noted above, located at 179 Hancock Street #205, Gallatin, TN 37066 together with equipment and furnishings indicated above.

OWNER SHALL PROVIDE AND BE RESPONSIBLE FOR THE FOLLOWING:

1. **BUILDING RENTS** – All rents and building taxes coming due on the facilities located at 176 Hancock Street #205, Gallatin, TN 37066.
2. **UTILITIES** – Normal operating electricity, water, sewer and city trash removal.
3. **MAINTENANCE** – Maintenance and cleanliness of restrooms, waiting areas, corridors and floors in common areas.
4. **EQUIPMENT** – Maintenance of styling chairs, plumbing, lighting and other facilities which may become damaged under normal wear and use.
5. **SIGNAGE** – Building directory and suite identification signage.

ASSOCIATES AGREE TO THE FOLLOWING:

1. **BOOTH RENTAL** – Associate agrees to acquire and maintain a Booth Rental permit as issued by the Tennessee Department of Licensing. The associate is leasing the salon suite as a tenant and independent contractor. ASSOCIATE IS NOT AN AGENT OR EMPLOYEE OF THE OWNER. As an independent contractor, Associate shall be responsible for establishing work hours, setting prices, making appointments and otherwise conducting and controlling the services performed in the salon suite. Associate shall furnish all personal tools, equipment and supplies. Associate agrees to be responsible for the collection and reporting of any and all taxes that may be due as a result of his/her business including without limitation all income taxes, self-employment taxes, unemployment taxes and workman compensation premiums. Associate agrees to indemnify and hold owner harmless with respect to all of the foregoing.
2. **PROFESSIONAL LICENSE** – A valid license must be provided to owner upon request for the trade that Associate intends to carry on the premises. All cosmetology, manicurist and barber licenses shall be properly displayed. Associate agrees to keep all personal licenses and permits pertaining to the rules and regulations of the Tennessee Department of Licensing in a current and up-to-date manner. Associate agrees to maintain his/her salon suite and common areas under all of the rules of the Tennessee State Board of Cosmetology and or the Tennessee State Board of Barber Examiners. No person shall be granted access to the work area while licenses are suspended or in arrears. Violation of the above rules will, at owner's option, be grounds for immediate termination of Lease without regards to the notice of Section H.
3. **SUITE RENT** – Associate will pay rent via ACH or credit/debit card on or before **MONDAY** of each week. Payments made by credit or debit card will include a 3% service charge. A thirty-five dollar (\$35.00) service charge will be assessed for any and all returned ACH transactions. A twenty-dollar (\$20.00) late charge will be assessed for each day of delinquency on payment or rent.
4. **SECURITY DEPOSIT** – Associate agrees that the security deposit will be paid at the signing of the lease. The security deposit is not advance rent and cannot be applied to rent by associate. Refunds of the security deposit shall be made in accordance with the terms of this lease. A CONDITION TO THE REFUND OF THE SECURITY DEPOSIT IS THAT THE ASSOCIATE MUST PROVIDE OWNER WRITTEN NOTICE OF SURRENDER OF THE SALON SUITE AT LEAST TWENTY-EIGHT (28) DAYS PRIOR TO VACATING THE SALON SUITE. If Associate is not in default, owner will refund the refundable portion of the security deposit within seven (7) days after vacating.
5. **SECURITY DEPOSIT DEDUCTION** – Prior to refund, deductions will be made from the security deposit for the following items: (a) a cleaning charge of \$50.00. The cleaning charge will be waived if the salon suite is returned in the same condition as noted in condition report on page one, less normal wear and tear; (b) Owner's actual expenses for damages beyond normal wear and tear to the salon suite or contents; (c) Damages resulting from associate's failure to give proper notice of termination; (d) Any other unpaid sums due to owner under terms of this lease including, but not limited to, late charges, returned checks, NSF charges, administrative costs, charges for replacement of lost access cards and charges for changes of locks because of lost keys.
6. **TERMINATION OF LEASE** – Associate may terminate this lease ~~at the end of the term~~ *Anytime* provided they do the following (a) Associate gives owner twenty-eight (28) days written notice of termination and (b) associate pays owner all rents and other charges due through the date of termination. Otherwise the lease will automatically renew for 1 year. Upon termination of the

lease for whatever cause, Associate covenants and agrees promptly and peacefully to vacate and surrender possession of the salon suite and all equipment listed under Section J in the same condition as and when received, except for reasonable wear and tear, back to owner. IF ASSOCIATE TERMINATES LEASE PRIOR TO THE TERM PROVIDED, ASSOCIATE MUST PAY BACK OWNER THE SUM OF TOTAL FREE WEEKS USED TO DATE. Owner may terminate this lease without cause by giving Associate twenty-eight (28) days prior written notice of termination.

7. **RENT INCREASE** – Owner shall give 30-day notice to Associate of any change in the amount of rent. Owner agrees that no increase in rent shall occur during the initial fifty-two (52) weeks of this lease, rent increase thereafter will be capped at 5% of the weekly rent assuming a 1 year lease is renewed; but this agreement does not limit the owner’s right to terminate under the immediately preceding provision.
8. **RULES AND REGULATIONS** – Associate shall comply with all written Building Rules and Regulation (Exhibit A), which shall be considered part of the lease. Owner may make reasonable policy changes that are applicable to all Associates and supplement the rules and regulations for the building, if in writing and given to Associate. All policy changes and supplements to the rules and regulations shall be effective immediately and shall constitute a part of this lease.
9. **INTERNET SERVICE** – All salon suites shall be provided Wi-Fi access at no charge.
10. **BUILDING ACCESS** – Associate shall have access to the building 24 hours, seven days a week. Owner, however, shall have no liability to Associate, its employees, agents and invitees for losses due to theft or burglary, or damages done by unauthorized persons in the building and neither shall owner be required to insure against any such losses. Owner shall have no duty regarding security at the building other than to make necessary repairs to security devices as provided. Associate acknowledges that owner has made no representations, agreements, promises or warranties regarding security at building.
11. **PARKING** – Associate agrees to park in parking spaces not directly facing or in front of entrance to building to allow for ample parking spaces for clients of tenants.
12. **SUBLETTING** – The salon suite will be occupied only by the Associate specified on page one of this lease. No other persons shall be permitted to use the facilities of owner without prior written approval of owner. The associate and each additional subletting Associate must sign the Subletting Agreement upon owner’s approval. A \$35 weekly sharing surcharge will be applied for each additional subletting Associate utilizing the “Salon Suite”.
13. **MULTIPLE ASSOCIATES** – In the event more than one Associate signs the lease to share a suite, each Associate is jointly and severally liable for all sums due under this lease. A \$35 weekly sharing surcharge will be applied for each additional subletting Associate utilizing the “Salon Suite”.
14. **RESPONSIBILITY FOR LOSSES; INDEMNITY** – Owner and owner’s representatives shall not be responsible for losses due to theft, burglary, or negligence of the owner whether such negligence is the sole or concurrent cause of a loses of damages, injuries or deaths to person or property of the Associate, Associate’s customers or guests. Owner shall not be liable for personal injury to any Associate and/or their customers. Associate agrees to indemnify and hold owner harmless with respect to the foregoing it being the express intent of the parties that owner be indemnified for its own negligence.
15. **PROPERTY AND CASUALTY INSURANCE** – Insurance carried by owner is for the building’s furniture and fixtures, and will not cover losses of the Associates personal property. Owner is not responsible for Associate’s content coverage and owner is not liable for losses of Associate’s business or personal property or properties of customers or guests. Owner recommends that Associate secure his or her own insurance to protect against Associate’s personal losses.
16. **PROFESSIONAL LIABILITY INSURANCE** – Associate is responsible for his or her own professional liability insurance coverage.
17. **RIGHT OF INSPECTION** – Owner and owner’s agents shall have the right at all reasonable times during the term of the lease to enter the Salon Suite for the purpose of inspecting and/or repair.
18. **DEFAULT BY ASSOCIATE** – If any default is made in the payment of rent or any other sum due hereunder or in compliance with any other term or condition hereof, this lease, at the option of owner, shall terminate and the owner may re-enter the premises and remove all persons and equipment, and in any event, owner may pursue such other and further remedies as allowed by law. Written notice shall be delivered to the Salon Suite of any default or breach. Termination of this lease shall not result if, within two (2) days of delivery of such notice, Associate has corrected the default or breach.

19. **SHOPPING CENTER LEASE** – Owner leases these premises. Associate agrees to do nothing that would cause owner to be in violation on any of the covenants of such lease. Associate agrees to abide by all Rules and Regulations to which the owner is subject to under such lease.
20. **NOTICES** – All notice by Associate shall be in writing and delivered to the location where rent is to be paid. All notices by owner to Associate shall be delivered to the Salon Suite.
21. **LEGAL COSTS** – Associate agrees to pay all costs and expenses, including reasonable attorney’s fees incurred by owner as a result of any default by Associate under this lease.
22. **GENERAL** – No oral agreements have been entered into between the parties. This lease, and the Rules and Regulations and policy changes herein referenced constitute the entire agreement of the parties. This lease is binding upon the parties hereto and their respective heirs, successors and assigns.

ENTERED INTO AND SIGNED THIS ____ (DAY) _____ (MONTH), 20 ____.

BY: _____
Associate Signature

BY: _____
Elite Studios Salon Suites Management Signature