

# Salon Suite Application and Lease Agreement

Please read carefully, complete, sign and return

## APPLICATION FOR SALON SUITE LEASE SUITE AVAILABILITY \_\_\_\_\_ DESIRED DATE OF OCCUPANCY\_\_\_\_\_ SPACE DESIRED: COMMON SALON SUITE # \_\_\_\_\_ PRIVATE SALON SUITE# Deposit Amount: \_\_\_\_\_ Weekly Suite Rate: \_\_\_\_\_ DATE OF APPLICATION \_\_\_\_\_ INTERVIEWED BY \_\_\_\_\_ SUITE # APPLICANTS NAME\_\_\_\_ ADDRESS\_\_\_\_\_ CITY\_\_\_\_\_STATE\_\_\_\_ZIP\_\_\_\_ TELEPHONE\_\_\_\_\_\_ CELL PHONE\_\_\_\_\_ EMAIL ADDRESS BUSINESS TYPE\_\_\_\_\_ DATE OF BIRTH\_\_\_\_\_SEX\_\_\_\_ DRIVERS LICENSE \_\_\_\_\_ STATE ISSUED\_\_\_\_ TELEPHONE\_\_\_\_\_\_ (if applicable) RENEWAL DATE\_\_\_\_\_ TYPE OF LICENSE: COSMETOLOGIST\_\_\_\_\_ BARBER\_\_\_\_ NAIL TECH \_\_\_\_ MASSAGE THERAPIST ESTHETICIAN OTHER GRADUATING SCHOOL NAME CITY \_\_\_\_\_ STATE \_\_\_\_ GRADUATION YEAR\_\_\_\_\_ SCHOOL CONTACT \_\_\_\_\_(If applicable) **PROFESSIONAL EXPERIENCE** PRESENT: TYPE OF EMPLOYMENT (CIRCLE ALL THAT APPLY) SALARY – COMMISSIONED-LEASED CHAIR SALON-SALES SALON NAME DATE WORKED FROM\_\_\_\_\_TO\_\_\_\_\_ ADDRESS\_\_\_\_\_ CITY\_\_\_\_\_\_ ST\_\_\_ ZIP\_\_\_\_ TELEPHONE\_\_\_\_\_ CONTACT PERSON\_\_\_\_\_

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## APPLICATION FOR SALON SUITE LEASE

**PREVIOUS:** TYPE OF EMPLOYMENT (CIRCLE THOSE THAT APPLY) SALARY - COMMISSIONED - LEASED CHAIR SALON-SALES

SALON NAME					
DATE WORKED FROM			TO		
ADDRESS					
ADDRESS	ST	ZIP		_ TELEPHONE	
CONTACT PERSON					
SALON NAME					
DATE WC	ORKED FRO	M	TO		
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CONTACT PERSON					
SALON NAME					
DATE W.C	ORKED FRO	M	TO		
ADDRESS			CI	TY	ST
ZIPTE	ELEPHONE_				
CONTACT PERSON					
LIST ANY ADVANCE ATTENDED:					IFERENCES YOU HAVE

#### APPLICATION FOR SALON SUITE LEASE (9 or 12 months)

LEASE AGREEMENT DEFINITIONS & CONDITIONS BUSINESS HOURS ARE MONDAY - SATURDAY CLOSED ON SUNDAY (OR BY APPT ONLY)

All times are eastern times unless otherwise noted

- 1. **BUILDING** Structure, windows, responsible by owner
- 2. **UTILITIES** Normal operating electricity, water, sewer, and city trash removal responsible by owner.
- 3. **MAINTENANCE** and cleanliness of employee break room, restrooms, waiting areas, corridors, and floors in common dryer & shampoo areas are to be maintained by all.
- 4. **EQUIPMENT** Maintenance of styling chairs, plumbing, lighting and other facilities which may become damaged from normal wear and use (where there is normal wear and tear and neglect) is responsibility of tenant. Neglect will result in tenant being charged for their action and or forfeit deposit and lease of space.
- 5. **SIGNAGE** Building directory and suite identification signage.
- 6. INDEPENDENT CONTRACTOR Tenant agrees to acquire and maintain an Independent Contractors permit as issued by the Georgia Cosmetology Commission, Georgia State Board of Barber Examiners, Georgia State and/Board. The tenant is leasing the Salon Suite as a tenant and independent contractor. <u>TENANT IS NOT AN AGENT OR EMPLOYEE OF OWNER</u>. As an independent contractor, tenant shall be responsible for establishing work hours, setting prices, making appointments, and otherwise conducting and controlling the services performed in the Salon Suite. Tenant shall furnish all personal tools, equipment, and supplies. Tenant agrees to be responsible for the collection and reporting of any and all taxes that may become due as a result of his/her business including without limitation all income taxes, self-employment taxes, unemployment taxes and workman compensation premiums. Tenant agrees to indemnify and hold Owner harmless with respect to all of the foregoing.
- 7. PROFESSIONAL LICENSE A valid license must be provided to the owner prior to opening operations for the trade that tenant intends to carry on the premises. All cosmetology, manicurist, and barber licenses shall be conspicuously displayed. Tenant agrees to keep all personal licenses and permits pertaining to the rules and regulation of the Georgia State Board of Cosmetology, Georgia State Board of Barber Examiners, Georgia Vendor License Board or the Georgia Board in a current and up to date manner. Tenant agrees to maintain his/her Salon Suite and common areas under all of the rules of the Georgia State Board of Cosmetology and or the Georgia State Board

of Barber Examiners. No person shall be granted access to the work area while licenses are suspended or in arrears. Any violation of at for mention rules shall, at owner's digestion, be grounds for immediate termination of lease agreement.

8. SUITE RENT Tenant will pay rent weekly.

Rent is due and payable in advance at the SK Beauty Suites.

RENT IS DUE ON OR BEFORE 12 p.m. SATURDAY OF EACH

WEEK. Payment should be in the form of, money order, cashier's check or cash. There shall be an assessed fee by owner of \$50.00 late charge if rent is not paid by 12 p.m. on Saturday.

- 9. **SECURITY DEPOSIT** Security deposit is the equivalent 2(three) weeks suite rent of which one (1) week is refundable per terms of this lease and is due upon lease signing. The Security Deposit is not advance Rent and cannot be applied to Rent by tenant. A CONDITION TO THE REFUND OF THE SECURITY DEPOSIT IS THAT TENANT MUST PROVIDE OWNER WRITTEN NOTICE OF SURRENDER OF THE SALON SUITE AT LEAST THIRTY (30) DAYS PRIOR TO VACATING THE SALON SUITE. If a tenant is not in default, owner will refund the refundable portion of the Security Deposit within seven (7) days after vacating.
- 10. **SECURITY DEPOSIT DEDUCTIONS** 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; color on floors, furniture, counter, dryers, etc. (b) Owner's actual expenses for damages beyond normal wear and tear to the Salon Suite or its Contents (c) Damages resulting from Associate's failure to give proper notice of termination (d) Any other unpaid sums due to Owner under the terms of this Lease, including, but not limited to, late charges, returned checks, NSF charges, administrative costs, charges for replacement of lost access cards, charges for changes of locks because of lost keys, and unpaid telephone fees.
- 11. **RULES & REGULATIONS** Tenant shall comply with all written Building Rules & Regulations (exhibit A) which shall be considered part of the Lease. As a supplement to the building rules and regulations, owner may make reasonable changes, which shall be applicable to all tenants, and will provide updated, written copied upon request. All policy changes and supplements to the Rules and Regulations shall be effective immediately and shall constitute a part of this Lease.
- 12. **TERMINATION OF LEASE** Tenant may terminate this Lease provided: (an) Tenant gives Owner Thirty (30) day written notice of termination, and (b) Tenant pays Owner all rents and other charges due through the date of termination. Upon termination of the Lease for whatever cause, tenant's covenants and agrees promptly and peacefully to vacate and surrender possession of the Salon Suite and

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all equipment listed on Exhibit (a) and in the same condition as when received, except for reasonable wear and tear, back to Owner. Owner may terminate this Lease without cause by giving tenant Thirty (30) days prior written notice of termination.

- 13. **RENT INCREASE** Owner shall give the 30-day notice to Tenant of any change in the amount of the Rent. This agreement does not limit Owners right to terminate under the immediately preceding agreement.
- 14. **PAINT** all colored walls must be returned back to original color at the termination of the lease contracts.
- 15. **HEATING & AIR CONDITIONING** Hours for heating and cooling of the Building will be during the normal operating hours of the Building.
- 16. **BUILDING ACCESS** (Subject to Change) Tenant access to the building outside normal business may require an access key card. One (1) card is provided per suite. There is a \$75.00 fee for the replacement cards or additional card. There is 24-hour access, seven days a week. The owner, however, shall have no liability to Associates, its employees, agents, invitees for losses due to theft or burglary, or for damage done by unauthorized persons in the Building and neither shall Owner be required to insure against any such losses. The 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 the Building.
- 17. **SUBLETTING** The Salon Suite will be occupied only by the Associate specified on page one of this Lease. No other persons shall be permitted the use of the facilities. If a tenant is found in violation for the subletting this is subject to grounds for termination according to your lease.
- 18. **MULTIPLE TENANTS** in the event more than one TENANT signs this Lease, each TENANT is jointly and severally liable for all sums due under this Lease.
- 19. **INDEMNITY**; **RESPONSIBILITY FOR LOSSES** Owner and Owner's representatives shall not be responsible for losses due to theft, burglary, negligence of the Owner whether such negligence is the sole or concurrent cause of a loss or damages, injuries, or deaths to person or property of tenant or tenant's customers or guests. The owner shall not be liable for personal injury to any tenant and/or their customers. Tenant 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 tenants own negligence.
- 20. **PROPERTY & CASUALTY INSURANCE** carried by Owner is for the Building's furniture and fixtures, and will not cover losses of tenant's personal property. The owner is not responsible for tenant's contents coverage and Owner is not liable for losses of tenant's business or personal property or properties of customers or guests. Owner is also not liable for any casualty to a guest or client while on the properties or

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in service with tenants. Owner recommends that tenant secure his or her own insurance to protect against tenant's personal losses and casualty.

- 21. **PROFESSIONAL LIABILITY INSURANCE** Tenant is responsible for his or her own professional liability insurance coverage.
- 22. **RIGHT OF INSPECTION** Owner and Owner's agents shall have the right at all reasonable times during the term of this Lease to enter the Salon Suite for the purpose of inspection and /or repair.
- 23. **DEFAULT BY TENANT** If any default is made in the payment of Rent or other sum due hereunder or in compliance with any other term or condition hereof, this lease, at the option of Owner, shall be terminate and Owner may enter the premises and remove all persons and equipment, and in any event 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, default and/ or breach has been satisfied or corrected by tenant, at owner digression.
- 24. **NOTICES** All notices by tenant shall be in writing and delivered to location where Rent is to be paid.
- 25. **NOTICE TOO VACANT** A 30-day notice is required to vacate the space by month eight (8). All notices by Owner to Tenant shall be delivered to the Salon Suite.
- 26. **LEGAL COSTS** Tenant agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Owner as a result of any default by Tenant under this Lease.
- 26. **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.
- 27. **NOISE** There shall be no loud noise of any kind after 7 p.m. Monday Saturday. **Sunday** no loud noise, parties, or music of any kind for the entire day.
- 28. **PROHIBITED** Selling, distributing, or marketing any and all type of <u>LASH Products</u> is <u>prohibited</u>. This action will result in immediate removal from the premises. Termination of tenant lease and/or forfeit of lease deposit.

All Deposits are non-transferable and non-refundable if for any reasons you don't lease the suite

ENTERED INTO AND SIGNED THIS	DAY OF		, 20
By:			
Term Agreement		to	
Written thirty (30) notice is needed by date	<del></del>		
Associate			
By Staff:			

SK BEAUTY SUITES 426 Marietta Street SW SUITE 100 A, Atlanta, Georgia 30103

Phone: 678-399-3187

### **SK Beauty Suites** Insurance Responsibility Waiver

Here at SK Beauty Suite we believe in safety first. We want all of our leasees to understand it is a requirement of your lease contract that all leases acquire and maintain their own individual insurance.

- -If you don't have an insurance provider we can provide one for you at an additional \$75.00 a month added to your contract agreement.
- -If coverage fees with *SK Beauty Suites* are not paid on time a late fee of \$35.00 the first day late; and an additional \$5.00 per day charge until policy is made current.
- -If you are clear and understanding of this agreement, please sign, initial, and date on the provided line.

nitials here -If you have your own insurance provider
nitial here -If you can provide documented proof of your current policy
nitial here -If you understand that current policies will be verified with insurance
roviders
ign here if you do not have a provider and wish to sign up under <b>SK Beauty Suites</b>
oday's Date:
iignature:

-If at any point you are out of compliance it will result in immediate termination of your Salon Suite lease contract and default of any deposits associated. SK Staff-