



## Olive Road Beauty SUITE Rent Agreement

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

**LESSOR:** Will be identified as Olive Road Beauty (“Lessor”) with a mailing address of 1913 Olive Road Augusta, GA 30906.

Lessee: Will be identified as \_\_\_\_\_ and/or Doing Business As with a business address of (must be a current address)

**I. LEASED PREMISES.** The SUITE to which this Agreement relates to is located at the street address of 1913 Olive Road Augusta, GA 30906. and shall consist of an approximately \_\_\_ foot by \_\_\_ foot sized station (“Premises”) sufficient to operate the Lessee’s services. Lessee shall have the right to occupy the Premises and to operate said SUITE as a business open to the public.

**II. 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 Lessee. Either party may terminate this Agreement with 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 Lessee. Either party may terminate this Agreement upon a \_\_\_\_-day written notice served on the other party.

**III. FIXED RENT:** The rent under this Agreement shall be in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) due and payable on the: (check one)

- **Saturday of every week.**

**IIIa. Commission Based Rent (%): The Lessee agrees to pay the LESSOR \_\_\_\_ % of revenue (US Dollars) gained from each client payable by 9pm on the day the service is rendered. Commission based agreements do not retain exclusive access to the Suite to which they are assigned. Commission based agreements are on Month to Month Leases.**

**IV. PAYMENT OF RENT.** All rental payments shall be paid to the LESSOR, at 1913 Olive Road Augusta, Georgia at or at such place that may be designated in writing by the LESSOR to LESSEE no later than the weekly payment due date (listed above). Payment from commission based LESSEES is due at the close of





## Olive Road Beauty SUITE Rent Agreement

business on the day the service was rendered. Payments are accepted in the form of a certified check, cash, and/or via electronic payment Less Tips.

**V. CONDITION OF THE PREMISES.** Lessee agrees to accept the premises in their present condition.

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

**VII. EQUIPMENT AND PERSONAL PROPERTY.** Lessor agrees to provide the Lessee with the following: Access to the property, styling room, styling chair, storage booth, Shampoo Bowl/Dryer Access, Refrigerator, parking access, Other \_\_utilities\_\_\_\_. For commission based Lessee's access to a suite is to be shared with other Commission based lessee's and at no time shall be considered exclusive to their singular use. Lessee may equip the SUITE with Lessee'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. JANITORIAL SERVICE.** Lessor may provide janitorial and cleaning service to the premises at his/her discretion.

**X. UTILITIES.** Lessor agrees to provide and be financially responsible for the following utilities:  Water  Electricity  Telephone  Heat  Other \_\_\_\_\_.

**XI. TAXES.** (check one)

- Lessee 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.

**XII. INDEMNITY BY LESSEE.** Lessee 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.

**XIII. DEFAULT BY LESSEE:** If Lessee shall default in any covenant or agreement to be performed by Lessee under this lease, and if after written notice has been sent by Lessor to Lessee, such default shall continue for a period of 1 day, or if the leasehold interest of Lessee shall be taken on execution or other process of law or if Lessee shall petition to be or be declared bankrupt or insolvent according to





## Olive Road Beauty SUITE Rent Agreement

law or make any conveyance or general assignment for the benefit of creditors or if a receiver be appointed for Lessee's property and such appointment is not vacated and set aside within \_\_1\_\_ day from the date of such appointment, or if proceedings for reorganization, arrangement, composition or other proceedings with creditors be instituted by or against Lessee, 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 Lessee 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 Lessee, collect from Lessee any balance due on the rent required by this lease.

**XIV. ASSIGNMENT AND SUBLETTING.** Lessee 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.

**XV. 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 Lessee, then this lease may be terminated by Lessor by serving written notice of such termination upon Lessee.

**XVI. 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.

**XVII. 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.

**XVIII. GOVERNING LAW.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia.

**XIX. 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.





## Olive Road Beauty SUITE Rent Agreement

**XX. 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.

**XXI. 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.

**XXII. 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.

**XXIII. ADDITIONAL TERMS & CONDITIONS.** \_

**Security Deposit:** Lessee agrees to pay Lessor a refundable security deposit in the amount of (\$\_\_\_\_\_) prior to occupancy of the premises. This security deposit will be returned to the Lessee at the point of their vacancy from the premises, and return of the physical key, less any damages.

**XXIV. 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.

**XXV. 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 \_\_\_\_\_

Lessee’s Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

