

# BOOTH SALON COMMERCIAL LEASE AGREEMENT

**Premises:** [PREMISES ADDRESS] **Effective Date:** **Governing State:** [STATE]

## SALON BOOTH / CHAIR RENTAL AGREEMENT

This Salon Booth Rental Agreement is entered into as of between [LANDLORD NAME] ("Salon Owner" or "Landlord") and [TENANT NAME] ("Stylist" or "Tenant").

### 1. Station

Landlord grants Tenant the right to occupy and use booth/station/chair number [BOOTH STATION CHAIR NUMBER] within the salon at [PREMISES ADDRESS] (the "Station"), together with non-exclusive use of reception, restrooms, break room, shampoo bowls, and common utilities.

### 2. Classification

**Independent Contractor (1099).** Tenant is an independent contractor and not an employee, partner, joint venturer, or agent of Landlord. Tenant controls schedule, clientele, pricing, services, products, and methods. Tenant is solely responsible for federal/state/local income and self-employment taxes, professional licenses, continuing education, professional liability insurance, collection of client payment (directly or through Tenant's own merchant account), and IRS Form 1099-NEC reporting. Landlord shall not withhold taxes, provide benefits, or direct the manner of Tenant's work.

### 3. Term and Fee

Term commences on the Effective Date and continues month-to-month, terminable by either Party on 30 days' written notice. Rent/Station Fee: \*\*\*\* per month, due on the 1st. Security Deposit: \*\*\*\*.

### 4. State Cosmetology Compliance

Tenant shall maintain a current professional license from the [STATE] Board of Cosmetology (or equivalent) and post it at the Station. Tenant shall comply with all sanitation, sterilization, and disinfection rules and cooperate with any board inspection.

### 5. Products, Retail, and Sales Tax

Tenant may use and sell products of Tenant's choice; Tenant owns all revenue from services and retail sales at the Station. Tenant shall collect and remit all state/local sales tax on retail sales.

## 6. Client Records and Goodwill

Client records and relationships belong to Tenant. Tenant's non-compete is limited to restrictions in Tenant's own agreements with prior employers. Landlord claims no ownership over Tenant's clientele.

## 7. Insurance

Tenant shall maintain CGL of **\$1,000,000.00** per occurrence and professional liability (malpractice) insurance of not less than \$1,000,000 per occurrence, naming Landlord as additional insured on the CGL.

Waiver of subrogation in Landlord's favor on Tenant's property policies.

## 8. Sanitation; Conduct

Tenant shall launder towels and capes between clients, disinfect tools, dispose of single-use implements in sharps containers where required, and observe all posted house rules.

## 9. Default

Non-payment cure of 5 days; non-monetary cure of 30 days. Immediate revocation for license suspension, sanitary violations, or unprofessional conduct.

## 10. Indemnity

Tenant indemnifies Landlord for claims arising out of Tenant's services, products, conduct, or employees.

ADA allocation — Landlord for common/entry, Tenant for Station. Environmental — standard indemnity, including disposal of chemical hair products. Force majeure applies; fees not excused.

## 11. State-Specific

### 12. General

[STATE] law; county venue. Court resolution. Prevailing-party attorneys' fees.

Entire agreement; severability; counterparts/ESIGN.

## Signatures

### Salon Owner

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

DATE

\_\_\_\_\_  
**Stylist**

PRINTED NAME

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

DATE

\_\_\_\_\_