

MESSAGE THERAPIST COMMERCIAL LEASE AGREEMENT

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

MESSAGE THERAPY TREATMENT ROOM LEASE

This Treatment Room Lease is made as of between [LANDLORD NAME] ("Landlord"/Spa Owner) and [TENANT NAME] ("Therapist"/Tenant).

1. Treatment Room

Landlord leases to Tenant treatment room [TREATMENT ROOM NUMBER] within the wellness/spa facility at [PREMISES ADDRESS] (the "Room"), together with non-exclusive use of reception, waiting area, restrooms, and laundry.

2. Term and Fee

Month-to-month unless otherwise stated; terminable by either Party on 30 days' notice. Fee: **** per month. Deposit: ****.

3. Licensure and Scope

Tenant shall maintain a current license from the [STATE] Board of Massage Therapy (or equivalent) and practice strictly within scope. Tenant shall not hold services out as medical care or make health claims outside scope.

4. Independent Practitioner

Tenant is an independent practitioner, not an employee. Tenant sets Tenant's own schedule, fees, modalities, and client intake procedures, and owns client records and relationships.

5. Professional Liability Insurance

Tenant shall maintain professional liability (malpractice) insurance of not less than \$1,000,000 per occurrence / \$3,000,000 aggregate from an A-VII+ insurer (AMTA, ABMP or equivalent program), and shall name Landlord as additional insured on Tenant's CGL policy of at least **\$1,000,000.00** per occurrence.

Waiver of subrogation.

6. Client Records; Privacy

Tenant shall maintain SOAP notes and client intake/consent forms in a locked cabinet or encrypted system, retained for the period required by [STATE] law. Tenant's records are confidential and not subject to Landlord inspection.

HIPAA. To the extent Tenant is a HIPAA-covered entity, Tenant shall comply with HIPAA. Landlord personnel shall not enter the Room during a session without Tenant's express consent, except in a life-safety emergency.

7. Sanitation; Draping; Consent

Tenant shall launder linens and face-cradle covers after each client, disinfect table and hard surfaces between clients, and comply with state board sanitation, draping, and informed-consent rules. Any complaint of unprofessional conduct shall be reported to the state board as required by law.

8. Default; Revocation

Non-payment 5 days cure; license suspension, misconduct allegation, or sanitary violation = immediate suspension/revocation.

9. Indemnity

Tenant indemnifies Landlord for Tenant's services, conduct, and clients.

ADA allocation. Environmental. Force majeure.

10. State-Specific

11. General

[STATE] law; county venue. Court. Attorneys' fees.

Signatures

Landlord / Spa Owner

PRINTED NAME

SIGNATURE

DATE

Therapist

PRINTED NAME

SIGNATURE

DATE