

SALON BOOTH RENTAL AGREEMENT

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This Salon Booth Rental Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[SALON LEGAL NAME], a [STATE] [ENTITY TYPE] doing business as [SALON TRADE NAME], with its principal place of business at [SALON ADDRESS] ("**Salon**"); and

[STYLIST LEGAL NAME], an individual licensed as a [COSMETOLOGIST / BARBER / NAIL TECHNICIAN / ESTHETICIAN], with a mailing address at [STYLIST ADDRESS] ("**Renter**").

Salon and Renter are each a "**Party**" and together the "**Parties**."

Recitals. Salon operates a salon and rents individual booths or stations to independent licensed professionals. Renter is an independent professional who wishes to rent a booth from Salon to operate Renter's own business. The Parties intend that Renter operate as an independent contractor, not as an employee of Salon. In consideration of the mutual promises below, the Parties agree as follows.

1. Rented Space and Independent Status

1.1 Rented space. Salon rents to Renter the booth or station identified as [BOOTH/STATION NUMBER OR DESCRIPTION] (the "**Booth**"), together with the non-exclusive right to use common areas such as the reception, restroom, and [WASH STATIONS / BREAK ROOM], in common with others.

1.2 Independent business. Renter operates an independent business. Renter, not Salon, controls Renter's services, pricing, hours within the Salon's operating times, methods, clientele, and products used, subject to reasonable Salon policies on safety, sanitation, and conduct.

1.3 No employment. This Agreement does not create an employment, partnership, or joint-venture relationship. Renter is not entitled to employee benefits, and Salon will not withhold taxes from Renter's earnings. Each Party will report and pay its own taxes. Whether a worker is properly classified as an independent contractor is governed by applicable law, which varies; the Parties intend to comply with it.

1.4 Renter's clients. Renter's clients are Renter's clients. Renter is responsible for booking, servicing, and collecting payment from Renter's clients, and retains the revenue from those services, subject to the rent in Section 3.

2. Term and Termination

2.1 Term. This Agreement begins on the Effective Date and continues on a [MONTH-TO-MONTH / WEEK-TO-WEEK / FIXED-TERM ENDING [DATE]] basis until terminated under this Section.

2.2 Termination for convenience. Either Party may terminate on [NUMBER, e.g. 30] days' written notice.

2.3 Termination for cause. Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within **[NUMBER]** days after notice, or immediately and without a cure period if Renter loses required licensing, fails to maintain insurance, or engages in conduct that endangers clients or others.

2.4 Effect of termination. On termination, Renter will pay all rent and charges owed through the termination date, remove Renter's personal property and products, and return Salon-provided keys and equipment. Renter has no right to use the Booth after termination.

3. Rent and Charges

3.1 Booth rent. Renter will pay Salon booth rent of **[AMOUNT]** per **[WEEK / MONTH]** (the "**Rent**"), due in advance on **[DUE DAY/DATE]**, without demand, regardless of Renter's earnings or client volume.

3.2 Deposit. Renter will pay a refundable security deposit of **[AMOUNT]**, returnable within **[NUMBER]** days after the Term ends, less unpaid amounts and the cost of any damage beyond ordinary wear.

3.3 Additional charges. Charges for optional add-ons (for example **[TOWEL SERVICE / LAUNDRY / RETAIL DISPLAY / ONLINE BOOKING ACCESS]**) are **[INCLUDED / BILLED AT [RATE]]** and payable with Rent.

3.4 Utilities. Basic utilities for the Booth are **[INCLUDED IN RENT / BILLED SEPARATELY]**. Renter is responsible for the cost of any specialized equipment or excess utility use.

3.5 Late payment. Rent not paid within **[NUMBER]** days after it is due accrues a late charge of **[AMOUNT OR PERCENTAGE]** plus interest at the lesser of **[RATE]** or the maximum rate permitted by applicable law.

4. Renter's Responsibilities

4.1 Licensing. Renter will maintain in good standing all licenses and registrations required by applicable law to provide Renter's services, and will provide copies to Salon on request.

4.2 Sanitation and safety. Renter will keep the Booth and shared equipment clean and sanitized in accordance with applicable health and safety regulations and reasonable Salon policies, and will properly dispose of waste and chemicals.

4.3 Supplies and tools. Renter will provide Renter's own tools, products, and back-bar supplies, except items Salon agrees in writing to provide.

4.4 Conduct. Renter and Renter's clients will follow reasonable Salon rules on hours, noise, smoking, parking, and professional conduct, and will treat other renters, staff, and clients with respect.

5. Salon's Responsibilities

5.1 Premises. Salon will provide the Booth and common areas in usable condition and will maintain the building systems, common areas, and structural elements, except for damage caused by Renter.

5.2 Quiet enjoyment. So long as Renter is not in default, Salon will not unreasonably interfere with Renter's use of the Booth during operating hours.

5.3 Operating hours. Salon will keep the premises accessible during **[OPERATING HOURS / AGREED ACCESS HOURS]**. Salon may set reasonable access and security procedures.

6. Insurance and Liability

6.1 Renter insurance. Renter will maintain, at Renter's expense, professional liability (malpractice) insurance and general liability insurance of at least **[AMOUNT, e.g. \$1,000,000]** per occurrence, and will name Salon as an

additional insured where required, providing a certificate on request.

6.2 Renter's responsibility for services. Renter is solely responsible for the services Renter performs and the results, and for any claims by Renter's clients arising from those services.

6.3 Indemnification. Renter will defend, indemnify, and hold harmless Salon from third-party claims arising from Renter's services, products, personnel, or breach of this Agreement, except to the extent caused by Salon's gross negligence or willful misconduct.

6.4 Limitation of liability. Except for indemnification obligations and liability that cannot be limited by law, neither Party is liable to the other for indirect, incidental, or consequential damages, and Salon's total liability under this Agreement will not exceed the Rent paid during the [NUMBER] months before the claim. Salon is not responsible for loss or theft of Renter's property.

7. Non-Solicitation and Restrictive Covenants

7.1 During the term. While renting from Salon, Renter will not solicit other renters or Salon staff to leave the Salon.

7.2 Client lists. Renter owns Renter's own client relationships. Salon will not claim ownership of Renter's client list, and the Parties acknowledge that enforceability of any post-term restriction on soliciting clients varies by jurisdiction and may be limited or unenforceable under local law. [OPTIONAL POST-TERM NON-SOLICIT — DISCUSS WITH COUNSEL, as such restraints are narrowly construed or barred in many jurisdictions.]

7.3 Confidentiality. Each Party will keep the other's non-public business information confidential and use it only as needed under this Agreement.

8. General Provisions

8.1 Assignment. Renter may not assign this Agreement or sublease the Booth without Salon's prior written consent.

8.2 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the courts located in [COUNTY, STATE].

8.3 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.4 Entire agreement; amendment. This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

8.5 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.6 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SALON

RENTER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE OR N/A]**

Date: _____

Date: _____

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