



***Salon Suite Application
And
Lease Agreement***

Please read carefully, fill out the form, sign and return.

APPLICATION for LEASE

DATE OF APPLICATION _____ INTERVIEWED BY _____

APPLICANTS NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE _____ CELL PHONE _____

SOCIAL SECURITY NUMBER _____ DATE OF BIRTH _____ SEX _____

DRIVERS LICENSE _____ D.L. STATE _____

BANK NAME _____ TELEPHONE _____

CHECKING ACCOUNT # _____ SAVINGS ACCOUNT# _____

PROFESSIONAL LICENSE NUMBER _____ RENEWAL DATE _____

INDEPENDENT CONTRACTOR'S LICENSE NUMBER _____

TYPE OF LICENSE: COSMETOLOGIST _____ BARBER _____ NAIL TECH _____ MASSAGE

THERAPIST _____ ESTHETICIAN _____ OTHER _____

GRADUATING SCHOOL NAME _____ CITY _____

STATE _____ DATE OF GRADUATION _____ SCHOOL CONTACT _____

PROFESSIONAL EXPERIENCE

PRESENT: TYPE OF EMPLOYMENT (CIRCLE THOSE THAT APPLY) SALARY - COMMISSIONED - LEASED CHAIR

SALON NAME _____

DATE WORKED FROM _____ TO _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

TELEPHONE _____ CONTACT PERSON _____

IS THERE ANY REASON WE SHOULD NOT CONTACT THIS PERSON (YES _____ NO _____)

(Explain) _____

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

SALON NAME _____

DATE WORKED FROM _____ TO _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

TELEPHONE _____ CONTACT PERSON _____

IS THERE ANY REASON WE SHOULD NOT CONTACT THIS PERSON (YES _____ NO _____)

(Explain) _____

SALON NAME _____

DATE WORKED FROM _____ TO _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

TELEPHONE _____ CONTACT PERSON _____

IS THERE ANY REASON WE SHOULD NOT CONTACT THIS PERSON (YES _____ NO _____)

(Explain) _____

SALON NAME _____

DATE WORKED FROM _____ TO _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

TELEPHONE _____ CONTACT PERSON _____

IS THERE ANY REASON WE SHOULD NOT CONTACT THIS PERSON (YES _____ NO _____)

(Explain) _____

SALON NAME _____

DATE WORKED FROM _____ TO _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

TELEPHONE _____ CONTACT PERSON _____

IS THERE ANY REASON WE SHOULD NOT CONTACT THIS PERSON (YES _____ NO _____)

(Explain) _____

LIST ANY ADVANCED TRAINING COURSES OR EDUCATIONAL CONFERENCES YOU HAVE ATTENDED:

SUITE AVAILABILITY _____ DESIRED DATE OF CCUPANCY _____

SPACE DESIRED: COMMON SALON SUITE # _____ PRIVATE SALON SUITE# _____

DEFINITIONS AND CERTAIN BASIC PROVISIONS

The following sets out certain defined terms, financial terms and other information pertaining to this lease;

(a) Owner: Angélique Salon & Day Spa Suites
6120 Boardwalk Street
Columbus, OH 43229

(b) Associate: the applicant leasing a space within Angélique Salon & Day Spa Suites.

Associates Name _____
Address _____
City _____
State _____ Zip _____
Telephone _____ Cell Phone _____

(c) "Building": The building located at; 6120 Boardwalk Street., Columbus, OH 43229

(d) "Salon Suite": Suite number _____ located within Angélique Salon & Day Spa Suites

(e) Salon Suite will be used for the purpose of _____ and no other purpose.

(f) Starting date: _____ day of _____, _____.

(g) Rent: \$ _____ weekly

(h) Term of Lease: 1 year lease that will automatically renew annually until notice of termination by Associate or Owner.

(i) Security Deposit: \$ _____ (two times weekly rent)

(j) Equipment within Suite

Number of and condition of...

- Styling Chair _____
- Styling Station w/ Mirror _____
- Styling Roll-About Cart _____
- Styling Tall Storage Cabinet _____
- Shampoo Bowl _____
- Shampoo Chair _____
- Hair Dryer w/Chair _____
- Stylist Floor Mat _____
- Manicurist Table _____
- Manicurist Chair _____
- Manicurist Cabinet w/ Sink _____
- Pedicure Throne _____
- Pedicure Stool _____
- Pedicure Roll-About Cart _____
- Pedicure Floor Mat _____

DEFINITIONS AND CERTAIN BASIC PROVISIONS

(Continue)

Massage Cabinet w/Sink _____

Massage Cabinet _____

Massage Roll-About Storage Cart _____

Facial Cabinet w/Sink _____

Facial Cabinet _____

Facial Roll-About Storage Cart _____

Barber Cabinet w/Sink _____

Barber Over Head Cabinet _____

Barber Chair _____

Barber Floor Mat

Other _____

Other _____

Other _____

Other _____

Salon Suite Condition...

Walls _____

Floor _____

Back bar unit _____

Window/blinds _____

Door _____

Locks _____

Other _____

LEASE AGREEMENT DEFINITIONS & CONDITIONS

- I. BUILDING RENT All rents and building taxes coming due on the facilities.
 2. UTILITIES Normal operating electricity, water, sewer, and city trash removal.
 3. MAINTENANCE Maintenance and cleanliness of employee break room, restrooms, waiting areas, corridors, and floors in common dryer & shampoo areas.
 4. EQUIPMENT Maintenance of styling chairs, plumbing, lighting and other facilities which may become damaged under normal wear and use (there is normal ware and tare and neglect) neglect will result in tenant being charged for their action, such as plumbing each suite will receive two free hair trap drain cleaning with in one calendar year.
 5. SIGNAGE Building directory and suite identification signage.
 6. INDEPENDENT CONTRACTOR Associate agrees to acquire and maintain an Independent Contractors permit as issued by the Ohio Cosmetology Commission , Ohio State Board of Barber Examiners, Ohio State and/or Massage Board. The associate is leasing the Salon Suite as a tenant and independent contractor. ASSOCIATE IS NOT AN AGENT OR EMPLOYEE OF OWNER As an independent contractor, associate shall be responsible for establishing work hours, setting prices, making appointments, and otherwise conducting and controlling the services performed in the Salon Suite. Associate shall furnish all personal tools, equipment and supplies. Associate 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. Associate agrees to indemnify, and hold Owner harmless with respect to all of the forgoing.
 7. PROFESSIONAL LICENSE A valid license must be provided to owner upon request for the trade that Associate intends to carry on the premises. All cosmetology, manicurist, and barber licenses shall be properly displayed. Associate agrees to keep all personal licenses and permits pertaining to the rules and regulation of the Ohio State Board of Cosmetology , Ohio State Board of Barber Examiners, Ohio Vendor License Board or the Ohio Massage Board in a current and up to date manner. Associate agrees to maintain his Salon Suite and common areas under all of the rules of the Ohio State Board of Cosmetology and or the Ohio State Board of Barber Examiners. No person shall be granted access to the work area while licenses are suspended or in arrears. Violation of the above rules will, at Owners option, be grounds for immediate termination of Lease.
 8. SUITE RENT Associate will pay rent weekly. Rent is due and payable in advance at the Angélique Salon & Day Spa Suites Office and or electronic transfer of funds.
- RENT IS DUE ON OR BEFORE 5:00 PM. SATURDAY OF EACH WEEK Payment shall be by check, money Order, cashiers check or electronic transfer of funds. There shall be assessed, at Owners option a thirty dollar (\$30.00) late charge for each day of delinquency in payment of rent. Three percent (3%) discount if rent is paid four (4) weeks at a time.
9. SECURITY DEPOSIT. Associate agrees that the Security Deposit will be paid at the signing of the Lease. The Security Deposit is not advance Rent and cannot be applied to Rent by Associate. Refunds of the Security Deposit shall be made in accordance with the terms of this Lease. A CONDITION TO THE REFUND OF THE SECURITY DEPOSIT IS THAT ASSOCIATE MUST PROVIDE OWNER WRITTEN NOTICE OF SURRENDER OF THE SALON SUITE AT LEAST TWENTY-EIGHT (28) DAYS PRIOR TO VACATING THE SALON SUITE. If associate 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.

LEASE AGREEMENT DEFINITIONS & CONDITIONS

(Continue)

11. **RULES & REGULATIONS** Associates shall comply with all written Building Rules & Regulations (exhibit A) which shall be considered part of the Lease. Owner may make reasonable policy changes that are applicable to all Associates and supplement the Rules and Regulations for the Building, if in writing and given to Associate. 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** Associate may terminate this Lease provided: (a) Associate gives Owner TWENTY-EIGHT (28) days written notice of termination; and (b) Associate pays Owner all rents and other charges due through the date of termination. Upon termination of the Lease for whatever cause, Associate covenants and agrees promptly and peacefully to vacate and surrender possession of the Salon Suite and all equipment listed on Exhibit "A in the same condition as and when received, except for reasonable wear and tear, back to Owner. Owner may terminate this Lease without cause by giving Associate Twenty-Eight (28) days prior written notice of termination.

13. **RENT INCREASE** Owner shall give 30 day notice to Associate of any change in the amount of the Rent. Owner agrees that no increase in Rent shall occur during the first fifty two (52) weeks of this lease; unless otherwise provided by the terms of this agreement. This agreement does not limit Owners right to terminate under the immediately preceding agreement.

14. TELEPHONE SERVICE (Subject to Change) Telephone service is optional. For phone line service, there is a \$ 65.00 one time connection fee. A \$40.00 monthly payment plus cost is due in the Manager's office on or before the first day of the month. If not paid by the fifth day of each month, service may be disconnected. A reconnection charge of \$15.00 will be charged. The monthly fee may be changed with 30 days notice. Partial month charges will be prorated. If Associate elects such service, Owner will provide an individual number. This number will include a voice mail box and an in-house directory listing. No outgoing long distance service will be provided from the number. Associate will provide his own handset equipment.

15. **HEATING & AIR CONDITIONING** Hours for heating and cooling of the Building will be during the normal opening hours of the Building.

16. **BUILDING ACCESS** (Subject to Change) Associate's access to the building during other than normal business may require an access card. There is a \$20.00 deposit for the access card which shall be fully refundable, at any time, upon surrender of the card. There is 24 hour access, seven days a week. 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. 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 tenant is found in violation for the subletting this is subject to grounds for termination according to your lease.

18. **MULTIPLE ASSOCIATES** In the event more than one Associate signs this Lease, each Associate is jointly and severally liable for all sums due under this Lease.

19. **RESPONSIBILITY FOR LOSSES; INDEMNITY** 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 Associate or Associate's customers or guests. Owner shall not be liable for personal injury to any Associate and/or their customers. Associate 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 its own negligence.

LEASE AGREEMENT DEFINITIONS & CONDITIONS

(Continue)

20. **PROPERTY & CASUALTY INSURANCE** Insurance carried by Owner is for the Building's furniture and fixtures, and will not cover losses of Associate's personal property. Owner is not responsible for Associate's contents coverage and Owner is not liable for losses of Associate's business or personal property or properties of customers or guests. Owner recommends that Associate secure his or her own insurance to protect against Associate's personal losses.

21. **PROFESSIONAL LIABILITY INSURANCE** Associate 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 ASSOCIATE** 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 terminate and Owner may re-enter the premises and remove all persons and equipment, and in any event Owner may pursue such other and further remedies as are 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, Associate has corrected the default or breach.

24. **NOTICES** All notices by Associates shall be in writing and delivered to cue location where Rent is to be paid. All notices by Owner to Associate shall be delivered to the Salon Suite.

25. **LEGAL COSTS** Associate agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Owner as a result of any default by Associate under this Lease.

26. **GENERAL** No oral agreements have been catered 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.

ENTERED INTO AND SIGNED THIS _____ DAY OF _____, 20_____

By: _____

Associate

By: _____

Angélique Salon & Day Spa Suites Representative