

SALON BOOTH (CHAIR) RENTAL AGREEMENT

1. 1. Parties and Premises

This Booth Rental Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [SALON NAME], a [ENTITY TYPE] operating the establishment located at [SALON ADDRESS] (the "Salon Owner"), and [RENTER NAME], a licensed [LICENSE TYPE, e.g., cosmetologist, barber, nail technician, esthetician] holding license number [LICENSE NUMBER] issued by [STATE BOARD] (the "Renter"). The Salon Owner grants the Renter the use of booth, chair, or station number [BOOTH NUMBER] together with the shared areas described in Section 8 (collectively, the "Licensed Space"). Notices under this Agreement are effective when delivered to [SALON EMAIL AND PHONE] and [RENTER EMAIL AND PHONE].

2. 2. Nature of the Relationship

This Agreement grants the Renter a revocable license to use the Licensed Space for the practice described in Section 1. It does not create a lease, tenancy, partnership, joint venture, franchise, or employment relationship, and the Renter acquires no possessory interest in the premises. The Renter operates an independent business, sets independent prices, keeps all revenue collected from clients except the amounts payable to the Salon Owner under Section 4, and is solely responsible for the results of the services provided. The Salon Owner does not direct the professional judgment, technique, product selection, or client scheduling of the Renter. Neither Party may hold itself out as an agent of the other or bind the other to any obligation.

3. 3. Term, Renewal, and Notice

This Agreement begins on [START DATE] and continues [TERM, e.g., month to month / for an initial term of 12 months] until terminated as provided here. If a fixed term is selected, it renews automatically for successive periods of the same length unless either Party gives written notice of non-renewal at least [NON-RENEWAL NOTICE, e.g., 30 days] before the end of the current term. Either Party may terminate for convenience by giving [TERMINATION NOTICE, e.g., 30 days] written notice. The Renter may not assign this Agreement, sublicense the Licensed Space, or allow another professional to work from the station without the prior written consent of the Salon Owner.

4. 4. Booth Fee, Commission, and Payment

The Renter will pay the Salon Owner a booth fee of [BOOTH FEE AMOUNT] per [WEEK / MONTH], due in advance on [DUE DAY, e.g., every Monday / the first day of each month]. If the Parties select a commission or hybrid structure instead, the Renter will pay [COMMISSION PERCENTAGE] of gross service revenue and [RETAIL PERCENTAGE] of gross retail sales, reported and paid [REPORTING FREQUENCY, e.g., weekly]. Payments not received within [GRACE PERIOD, e.g., three days] of the due date incur a late fee of [LATE FEE AMOUNT], and the Salon Owner may deny access to the Licensed Space while the account is more than [SUSPENSION PERIOD, e.g., 10 days] past due. The booth fee is not refundable or prorated for days the Renter chooses not to work, including vacation, illness, or slow periods. The Salon Owner may adjust the booth fee no more than [FEE CHANGE FREQUENCY, e.g., once per 12 months] on at least [FEE CHANGE NOTICE, e.g., 30 days] written notice.

5. 5. Security Deposit

The Renter will deposit [SECURITY DEPOSIT AMOUNT] with the Salon Owner before taking possession of the Licensed Space. The deposit secures payment of booth fees, product charges, and the cost of repairing damage to the station, mirrors, plumbing, or equipment beyond ordinary wear. The Salon Owner will return the deposit, less

any properly itemized deductions, within [DEPOSIT RETURN PERIOD, e.g., 21 days] after the Renter vacates the Licensed Space, returns all keys, and settles the final account. The deposit is not the last payment due and may not be applied by the Renter toward the final booth fee. An itemized written statement of any deduction will be provided with the returned balance.

6. 6. Independent Contractor Status, Taxes, and Insurance

The Renter is an independent contractor. The Renter sets working hours within the access window in Section 8, chooses which clients to accept, and controls all aspects of service delivery. The Renter is solely responsible for federal, state, and local income taxes, self-employment taxes, and any business or occupancy taxes arising from the practice, and the Salon Owner will not withhold taxes or issue employee wage statements. The Renter receives no employee benefit of any kind, including health coverage, paid leave, workers compensation, or unemployment insurance. The Renter will obtain and maintain professional liability insurance of at least [PROFESSIONAL LIABILITY AMOUNT, e.g., \$1,000,000 per occurrence] and general liability coverage, will name the Salon Owner as an additional insured, and will deliver a certificate of insurance before the first day of use and at each renewal.

7. 7. Licensing, Permits, and Display Requirements

The Renter will hold a current license in good standing from [STATE BOARD] for every service performed at the Licensed Space, and will conspicuously display that license, and any required booth rental or establishment permit, at the station as required by applicable regulations. The Renter will notify the Salon Owner in writing within [LICENSE NOTICE PERIOD, e.g., 24 hours] of any suspension, expiration, disciplinary action, complaint, or investigation involving the license. The Renter will maintain any separate business registration, sales tax permit, or local business license required to operate an independent practice. The Renter will not perform any service outside the scope of the license held, and will comply with all inspection requirements of the state board and local health authority. Failure to maintain a current license is a material breach and permits immediate termination under Section 12.

8. 8. Hours, Access, Keys, and Common Areas

The Renter may access the premises during [ACCESS HOURS, e.g., 8:00 a.m. to 8:00 p.m., seven days per week] and at other times only with prior approval. The Salon Owner will provide [ACCESS METHOD, e.g., a key, fob, or entry code], which the Renter will not duplicate or share and will return on termination. The Renter may use the following shared areas at no additional charge: [SHARED AREAS, e.g., reception, waiting area, shampoo bowls, dispensary, restroom, break room, laundry, parking]. Use of shared areas is non-exclusive, and the Renter will leave shampoo bowls, color areas, and processing chairs clean and available for others. The Salon Owner controls the exterior signage, general hours the building is open to the public, music, and reception area presentation, and will give reasonable notice of any change to building hours or closures for maintenance or holidays.

9. 9. Products, Supplies, and Equipment

The Salon Owner provides the following at the Licensed Space: [OWNER-PROVIDED ITEMS, e.g., styling chair, station, mirror, workstation lighting, shampoo bowl access, utilities, towels, and laundry]. The Renter provides and pays for all other items used in the practice, including [RENTER-PROVIDED ITEMS, e.g., shears, clippers, dryers, irons, color, developer, back bar product, capes, and disposables]. The Renter may purchase product from the Salon Owner at [PRODUCT PRICING, e.g., cost plus 10 percent], billed with the next booth fee, and may otherwise buy from any supplier the Renter chooses. The Renter is responsible for maintaining owned equipment in safe working order and for any damage to Salon Owner equipment caused by misuse. The Renter may sell retail product from the Licensed Space subject to Section 4, and will not sell any product that the Salon Owner has an

exclusive distribution obligation to protect, as listed in [EXCLUSIVE BRAND LIST].

10. 10. Clients, Records, and Departure

The Renter owns the client relationships developed through the independent practice of the Renter, including clients brought to the Salon and clients first served at the Licensed Space, unless the Parties record a different arrangement in writing here: [CLIENT OWNERSHIP TERMS]. The Renter maintains the client records, service histories, formulas, and appointment data of the practice and may take copies of those records when this Agreement ends. Clients referred by the Salon Owner from walk-in traffic or Salon marketing are subject to [WALK-IN TERMS, e.g., a referral fee of a stated percentage of the first service]. Neither Party will disparage the other to clients, and the Renter may notify clients of a new location on departure. If any restriction on soliciting Salon clients or staff applies after termination, it is limited to [NON-SOLICIT SCOPE AND PERIOD, e.g., 6 months and clients first introduced by the Salon Owner] and applies only to the extent enforceable under applicable state law.

11. 11. Sanitation, Safety, and Conduct

The Renter will comply with all sanitation, disinfection, and safety rules of [STATE BOARD] and the local health authority, including disinfection of tools between clients, proper handling and labeling of chemicals, storage of soiled linens, and maintenance of required logs. The Renter will keep the Licensed Space clean and free of clutter, will dispose of chemical waste according to law, and will not store flammable products in violation of fire code. The Renter will maintain professional conduct toward clients, other renters, and staff, will not be under the influence of alcohol or unlawful substances on the premises, and will follow the written house rules attached as Exhibit A, which cover matters such as noise, guests, children, pets, smoking, and use of the break room. Any citation, fine, or corrective order issued by an inspector because of the conduct of the Renter is the financial responsibility of the Renter. Repeated sanitation violations are a material breach of this Agreement.

12. 12. Default, Termination, and Removal of Property

Either Party may terminate immediately on written notice if the other materially breaches this Agreement and fails to cure within [CURE PERIOD, e.g., five days], and the Salon Owner may terminate immediately without a cure period for non-payment beyond the suspension period, loss or suspension of the license of the Renter, a health or safety violation, theft, or conduct that endangers clients or staff. On termination for any reason, the Renter will pay all amounts due through the termination date, remove all personal equipment, product, and belongings within [REMOVAL PERIOD, e.g., three days], return all keys and access devices, and leave the Licensed Space in the condition received, ordinary wear excepted. Property left after the removal period may be stored at the expense of the Renter or disposed of after [ABANDONMENT NOTICE, e.g., 15 days] written notice. Termination does not relieve either Party of obligations that accrued before termination.

13. 13. Liability, Indemnification, and Damage

The Renter is solely responsible for the services performed at the Licensed Space and for any claim by a client arising from those services, including chemical burns, allergic reactions, injury, or dissatisfaction with a result. The Renter will defend, indemnify, and hold harmless the Salon Owner from any claim, demand, fine, or expense arising from the practice, the conduct, or the personnel of the Renter, and the Salon Owner will indemnify the Renter for claims arising from the condition of the building or the negligence of the Salon Owner. The Salon Owner is not responsible for loss or damage to tools, product, cash, or personal property of the Renter or of clients of the Renter, whether by theft, fire, water, or other cause, and the Renter is encouraged to carry separate property coverage. Neither Party is liable to the other for indirect or consequential damages, including lost bookings or lost profits. The Renter will perform a patch test or consultation where the manufacturer or state board requires one and

will keep the signed record.

14. 14. Governing Law and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE], and any dispute will be brought in the courts located in [VENUE COUNTY AND STATE] after the Parties first attempt informal resolution and then mediation in [MEDIATION LOCATION]. This Agreement, with Exhibit A and any signed amendment, is the entire agreement between the Parties and replaces all prior discussions, flyers, and verbal arrangements; amendments must be in writing and signed by both Parties. If any provision is unenforceable, the remainder stays in effect and the provision will be narrowed only as far as necessary. Failure to enforce a term on one occasion does not waive it later. Neither Party is liable for failure to perform caused by events beyond reasonable control, including fire, flood, utility failure, or government order closing the premises, and booth fees will be abated for any period the premises are unusable for more than [ABATEMENT TRIGGER, e.g., five consecutive days].

15. 15. Signatures

By signing below, both Parties confirm they have read and agree to this Agreement as of the Effective Date.

SALON OWNER: [SALON NAME]. Signature: _____. Printed Name: [OWNER SIGNER NAME]. Title: [TITLE]. Date: [DATE]. RENTER: [RENTER NAME]. Signature: _____.

Printed Name: [RENTER SIGNER NAME]. License Number: [LICENSE NUMBER]. Date: [DATE]. This Agreement may be signed in counterparts, and electronic signatures have the same effect as original signatures.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Booth rental is regulated differently in each state: some boards require a separate booth rental license, some require the establishment license holder to supervise sanitation, and worker classification rules vary widely between agencies. Review and adapt this document for your own facts, confirm the requirements of your state board, and consult a licensed attorney before relying on it. Use of this template does not create an attorney-client relationship with ScanContract.