

EDGE SALON & SUITES

LEASING AGREEMENT

Exhibit A

This sublease is made on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ between Edge Salon & Suites, and sublessee \_\_\_\_\_ as a sublease under the *Lease Agreement* entered into by One Realty Source d.b.a. Bandali Builders & Estate developer, as “landlord” and Edge Salon & Suites, as “Tenant.”

1. RECITALS

- a. Edge Salon & Suites operates a commercial salon business on the Premises described as 7817 Rockwood Lane, 2<sup>nd</sup> & 3<sup>rd</sup> floors, Austin, Texas.
- b. Sub lessee wishes to sublease and occupy a portion of the Leased Premises in order to operate \_\_\_\_\_.
- c. This sublease is subject to all of the terms and conditions of the *Lease Agreement*. Sub lessee shall not commit or permit to be committed on the Lease Premises any act or omission which shall violate any term or condition of the *Lease Agreement*. In the event of the termination of the *Lease Agreement* for any reason, this Sublease shall terminate coincidentally without any liability of Jamila Salon Suites & Spa Inc. to Sub lessee.
- d. For good and valuable consideration, described below, Edge Salon & Suites, and Sub lessee agrees to the following terms.
- e. Sub lessee shall not operate salon business in leased salon space/suite or chair rental station area without a signed lease. Sub lessee will be subject to eviction if a current Signed and dated lease is not on file.

2. SUBLEASED PREMISES. Jamila Salon Suites & Spa Inc. shall lease to Sub lessee an area located on the Leased Premises designated as Suite \_\_\_\_, and furnished with salon equipment and furnishings at Edge Salon & Suites, discretion. The area to be subleased to the Sub lessee shall be referred to the Suite. The Sub lessee and all of his agents, invitees, customers or visitors shall have access to the common areas of the Leased Premises, including the existing common customer waiting area.

TERM: The term of this sublease ("Sublease Term") shall be for a period of \_\_\_\_\_ months, commencing on \_\_\_\_\_, 20\_\_\_\_, and ending on \_\_\_\_\_, 20\_\_\_\_.

### 3. RENT

- a. Sub lessee shall pay to Edge Salon & Suites, as rent, the sum of \$\_\_\_\_\_ per week. The Sub lessee shall submit said weekly lease payment as follows: Rent is due on the first Friday of each month on or before 4:00 pm. The Sub lessee can choose to pay the rent in full for the month, by cash, cashiers check, money order or personal check or the rent will be submitted on the first Friday of each month in four or five personal checks (depending on how many weeks are in the month) postdated for each week of each new month of Sub lessee lease term.
- b. Sub lessee shall pay a lease deposit of \$\_\_\_\_\_. If the Sub lessee chooses not to renew his or her lease, and has given the required 30 day written notice of non renewal of lease, the lease deposit will be refunded, minus the cost of repairs, painting, and cleaning to return leased premises to prelease condition.
- c. If Sub lessee chooses not renew his or her lease, and has given the required 30 day written notice of non renewal, Sub lessee shall pay the last month of lease term in advance of vacating the premises, by cash, cashiers check or money order. Initials \_\_\_\_\_.
- d. SubLessee should submit lease payment(s) on time. A \$20 late fee will be imposed for every day the lease payment is late. The lease payment is consider late if not submitted before 4:00 pm on the first Friday of the month.
- e. Returned bank check fees are the responsibility of the tenant. Returned bank check fees are due to Edge Salon & Suites, upon notification of returned check.

4. REPAIRS AND MAINTENNANCE. Sub lessee agrees that it shall maintain the Subleased Premises in good condition, at its own cost and expense, as required under Lease Agreement. Sub lessee shall be responsible for repairing or replacing all damage to the Leased Premises caused by Sub lessees own employees, agents, invitees, customers or visitors. If, in the event Sub lessee fails to make such repairs or replacements within 10 days of being requested to do so by, then Edge Salon & Suites, may at its option, make the repairs or replacements, and Sub lessee agrees to reimburse Edge Salon & Suites, for the cost and expense of making such repairs or replacements. All salon equipment needs to be left in working order, replaced or repaired. Deposits will be

forfeited if not left in working order, repaired or replaced.

5. LICENSES AND PERMITS.

a. Jamila Salons Suites & Spa Inc. will maintain all Permits required for the operation of a salon by the Texas Dept. of License & Regulation, but shall not be responsible for the Individual Operator/Booth Rental Permits, et all. Sub lessee shall maintain and display all permits required for his/her business by any local, state, or federal agency, including TDLR.

b. INSURANCE. Sub Lessee will be required to obtain their own professional liability insurance appropriate to their business needs.

6. ALTERATIONS. Jamila Salon Suites & Spa In. must approve in writing any alterations to the interior and décor of the Subleased Premises. Adhesive (of any form) shall not be approved for use to install items on walls or floors. Sub lessee shall restore the Subleased Premises to its original condition upon termination of the Sublease.

7. Jamila Salon Suites & Spa In., LIABILITY UNDER THE *Lease Agreement*. Jamila Salon Suites & Spa Inc. shall remain responsible for the performance of its obligation under the main Lease Agreement.

8. SUBLESSEE TO HOLD Edge Salon & Suites, HARMLESS. Sub lessee agrees that Edge Salon & Suites, shall not be liable to Sub lessee for any damage or injury suffered by any of the Sub lessees employees, agents, invitees, customers or visitors arising out of or related to Sub lessees use, or its employees, agents invitees, customers or visitors use of the Subleased Premises, even if such damage or injury arises out of the negligence of Edge Salon & Suites Sub lessee shall indemnify and hold Edge Salon & Suites, harmless for any and all such damage or loss.

9. RULES AND REGULATIONS & OPERATION POLICIES. Sub lessee shall comply with the Rules & Regulations & Operation Polices attached as Exhibit B. NonAdherence to the Rules & Regulations & Operation Polices as stated in Exhibit B can be cause of termination of Sublease.

10. SUBLESSEE DEFAULT

a. RENT DEFAULT In the event Sub lessee fails to pay Edge Salon & Suites rent when it is due and such failure to pay continues for a period of 3 days, Sub lessee will be considered in default of the Sublease.

b. OTHER DEFAULT If Sub lessee fails to perform any other obligation to Jamila Salon Suites

& Spa Inc., under this Sublease, including the Exhibits hereto, and if such failure continues for 5 days after written notice from Edge Salon & Suites, Sub lessee will be considered in default of the Sublease.

11. LEASE RENEWAL Sub lessee shall notify management in writing 30 days prior to sublease term ending that he/she will not be renewing their Sublease. Unless notified the term of the Sublease will automatically renew every year. Rent increases will be reviewed every two years unless notified by management. If Sub lessee chooses to terminate their lease prior to lease term ending for any reason, or is evicted, all deposits will be forfeited.

12. SECURITY DEPOSIT. Sub lessee shall pay a security deposit of \$\_\_\_\_\_.

Key Deposit: \$25.00 Directory Name Plate Deposit:  
\$25.00 nonrefundable

a. Suites or chair stations should be left in prelease condition. Deposits will be issued 30 days from date of vacating the premises. Sub lessee will notify management prior to leaving of their return address for issuance of any deposit refunds.

13. UTILITIES. Jamila Salons Suites & Spa Inc. shall furnish services as follows:

a. Heating and Air Conditioning. During normal business hours of 8:00am. to 8:00pm, Monday through Saturday and closed on Sunday. Edge Salon & Suites will provide heating and air conditioning to provide a comfortable temperature, in Edge Salon & Suites judgment, for normal business operations. Jamila Salon Suites & Spa Inc. shall furnish heating and air conditioning after business hours if Sub lessee provides reasonable notice, and pays Edge Salon & Suites then current charges for such additional heating or air conditioning.

b. Electricity. Edge Salon & Suites shall provide sufficient electricity to operate normal salon and office equipment. Sub Lessee is responsible to turn off all lights, electrical equipment and/or ensure faucets are closed in their suites and/or chair leased space when leaving said space for any extended period of time such as lunch break or work day end.

c. Water. Edge Salon & Suites shall furnish hot and cold tap water for drinking, flushing, and normal salon purposes. Sub lessee shall not permit water to be wasted.

14. ABANDONED PROPERTY. Any property which is left in salon suite or any other areas of the premises belonging to Sub lessee or controlled by Sub lessee for more than five ( 5) days after the termination of Sublease shall be considered to be abandoned by Sub lessee and shall, at

Landlord's option become Landlord's property and Landlord may dispose of it without liability to Sub lessee (or any person who may claim by, through or under Sub lessee) and at the expense of the Sub lessee. Sub lessee shall hold harmless and indemnify Landlord from any claims by Sub lessee or any such person and any such expense.

15. BUILDING ACCESS. Sub lessee's access to the Building during other than normal business hours may require an access device. There is a \$ \_\_\_\_\_ deposit for access device which shall be fully refundable, at any time, upon surrender of the device. Landlord, however shall have liability to Sub lessee, it's employees, agents, or invites for losses due to theft or burglary or for damage done by unauthorized persons in the Building and neither shall Landlord be required to insure against any such losses. Landlord shall have no duty regarding security at the Building or in its premises or in any salon suite other than to make necessary repairs to security devices as provided. Sub lessee acknowledges that Landlord has made no representations, agreements, promises or warranties regarding security at the Building. Loss or stolen access devices shall require a \$ \_\_\_\_\_ replacement fee.

16. LIGHTING. Lighting is provided overhead. Any additional lighting must have prior approval by salon management.

17. MAINTENANCE. Salon & suite cleanliness is to comply with all rules of the Texas Dept of Licensing & Regulation. Each Sub lessee is responsible for the cleanliness and maintenance of their individual suite or booth rental area, such as floor maintenance, mopping, sweeping, cleaning shampoo bowls with EPA., throwing trash in dumpster, etc. Cleanliness of the common area during the day is each Sub lessee's responsibility such as straightening up the magazines. Sub lessee are to immediately report to salon management any known defect, breakage, mal function or damage to or in the salon. Sub lessee shall also report problems with leaking water pipes, shampoo sprayers or hoses, clogged drains, malfunctioning hair dryers, washing and dryer machines. Sub lessee shall also empty shampoo hair traps on a regular basis to insure proper draining.

18. MOVING WITHIN Edge Salon & Suites There are occasions when an Sub lessee may desire to move from one suite or station to another. There shall be a one time charge of \$150.00 for making this move. This charge covers the necessary paper work, required computer and directory changes. This fee will be separate from the additional rent that may be charged due to a change in size or location of suite or station.

19. OFFENSIVE ODORS. Sub lessee shall make every effort to eliminate or mask odors within their suites and or common areas. To this end, Sub lessee should use chemicals/materials that do not emit offensive odors which can be smelled outside the individual suites and common

areas. All nail suites shall keep doors shut and vent fans on when performing services for clients.

20. PARKING. Parking is available for clients in front of the salon building. Additional parking for clients is available in back of the building area. Parking in front of the building is for clients only! Tenants are allowed to load and unload in front of the building. Tenants are not allowed to park in front of the building. Tenants will be towed at their expense.

21. MISCELLANEOUS.

- a. RENT. Sub lessee on month to month lease agreement, will be required to pay the months rent each month in advance, by check, cash, money order or cashiers check. *Initials* \_\_\_\_\_.
- b. ATTORNEY'S FEES. If Edge Salon & Suites prevails in any action between the parties in connection with or arising under this Sublease, Edge Salon & Suites shall be entitled to its reasonable attorney fees and costs of suit from Sub lessee. Mediation in any event will take precedence over lawsuit litigation.
- c. NOTICE. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party or any other person shall be in writing and either hand delivered (with receipt of delivery obtained) or sent by prepaid, first class mail, return receipt requested. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party to the Sublease may change its address by notifying the other party of the change of address in writing.
- e. SUCCESSORS. This Sublease shall be binding on and inure to the benefit of the parties and their successors, personal representatives, heirs, or beneficiaries.
- f. SUBLEASES AND ASSIGNMENTS. Sub lessee may not sublease or assign its interest in this sublease without the prior written consent of Edge Salon & Suites

SUBLESSEE:

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Texas Drivers License # \_\_\_\_\_

Email address: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_