the Self Care Beauty Bar

## **SUBLEASE AGREEMENT**

THE PARTIES. This Sublease Agreement was m	ade on the	day of	
20 between: Pretty N Mink, LLC DBA	The Self Care Beauty	Bar "Sublessor," and	
"Subles	see," referred to as the	e "Parties."	
<b>PREMISE.</b> The Sublessor agrees to sublet, and the	e Sublessee agrees to t	ake possession of Suite	
located at 4034 B George Washington	Memorial Highway, S	uite B, Yorktown, VA	
23692, referred to as "Premise," and shall consist of	of approximately	sq feet sized	
room, referred to as "Suite," sufficient to operate the sublessee's services. Sublessee shall have			
the right to occupy the Premise and operate said Suite as a business entity open to the public.			
Sublessee agrees to all outlined terms and usage conditions. Sublessee understands that he or she			
is responsible for all Suite invitees, clients, and visitors.			
<b>TERM.</b> The term of the Sublease, referred to as "Sublease Term," will begin on the			
day of and end on the	e day of	20	
RENT. Rent payments will begin on the	day of	20 The	
Sublessee agrees to pay the Sublessor \$ on the Friday of each week by 11:59 PM,			
with an extended grace period until the upcoming Sunday. After Sunday at 11:59 PM, the			
sublessee acquires a late fee of ten (10) percent of the total amount of weekly rent			
\$ If rental payments and fees are not paid in full by the following Friday, one week			

after the previous rent payment was missed, the sublessee is considered breach of contract and is subject to immediate termination from the Premise and Suite at the sublessor's discretion.

Sublessee is still responsible for rental payments if this shall occur. Rent must be paid via ACH, debit, or credit card via the Innago Tenant Rental Portal. Rent payments are non-refundable, non-negotiable, and non-transferable.

SECURITY DEPOSIT. Sublessee shall pay a security deposit of five hundred (500) dollars. If the Sublessee chooses not to renew his or her sublease and provides the required sixty (60) day written notice of non-renewal of sublease, the security deposit will be returned within forty-five (45) days, minus the cost of repairs, painting, and cleaning to return the Suite to pre-sublease condition. If the Suite is returned in pre-sublease condition the full security deposit amount will be returned. The security deposit may not be used towards rent payments, early termination fees, or any additional fees acquired during the Sublease Term.

**RENEWAL OPTION.** Provided this Sublease is in full force and effect, Sublessee shall have the right to renew this Sublease for one (1) additional term or on a month-to-month basis. If Sublessee chooses not to renew, Sublessee must give a written notice informing Sublessor they do not wish to renew at least sixty (60) days prior to expiration of this Sublease.

**EARLY TERMINATION.** Sublessee may terminate this Sublease before the expiration date by giving the Sublessor a written notice of at least sixty (60) days and paying a termination fee equivalent to 8 weeks rent \$\( \). The Sublessor may terminate this Sublease before the

expiration date by giving the Sublessee a written notice of at least thirty (30) days and complying with the state laws.

ABANDONED PROPERTY. Sublessee agrees that if the Suite at any time is abandoned or if the Sublessee defaults in paying rent for a period of seven (7) days, Sublessor shall have the right to take possession of the Suite and terminate the Sublease, after providing written notice to Sublessee. Any property left unattended by the Sublessee for more than five (5) days following the termination of the Sublease shall be considered abandoned. In such cases, the Sublessor may, at its discretion, treat the abandoned property as its own and dispose of it without any liability to the Sublessee or any individual claiming an interest in the property.

**UTILITIES.** Sublessor is responsible for all electricity, water, gas, pest control, and Wi-Fi services used on the Premise. All other utilities or services shall be the responsibility and expense of the Sublessee.

**MOVE-IN CHECKLIST.** At the time of taking possession of the Suite by the Sublessee, the Sublessee will complete a move-in checklist that provides detailed accounting of the condition of the Suite. This is recommended to protect the security deposit of the Sublessee.

BUILDING ACCESS. Sublessee has 24/7 access to the Premise during the Sublease Term.

One (1) key and one (1) key fob are provided per Suite. There is a twenty-five (25) dollar fee for a replacement key or key fob. The Sublessor, however, shall have no liability to Sublessees own invitees, clients, and visitors for losses due to theft or burglary, or for damage done by

unauthorized persons on the Premise and neither shall Sublessor be required to insure against any such losses. The Sublessor shall have no duty regarding security at the Premise other than to make necessary repairs to security devices as provided. Sublessee acknowledges that Sublessor has made no representations agreements, promises, or warranties regarding security at the Premise.

PROFESSIONAL LICENSE. A valid professional license, if applicable, must be provided to the Sublessor prior to opening operations for the trade that tenant intends to carry on the Premise. All professional and business licenses shall be conspicuously displayed in the Sublessee's Suite. Sublessee agrees to keep all licenses and permits pertaining to the rules and regulation of the Virginia Department of Professional and Occupational (DPOR) in a current and up to date manner. No person shall be granted access to the work area while licenses are suspended or in arrears. Any violation shall, at Sublessor's discretion, be grounds for immediate termination of the Sublease.

RENOVATIONS. Sublessor can paint and decorate the Suite during the Sublease Term but must return the Suite back to the original conditional in its entirety upon completion or termination of the lease. You may request the specific paint or flooring details from Sublessor to best return the Suite in its original condition. Failure to return the Suite in good, original condition will result in deductions from the security deposit or additional fines to be obtained in court, at Sublessor's discretion. Sublessee cannot paint or place any sign or other advertisements outside of the Suite without written consent from Sublessor.

REPAIRS AND MAINTENANCE. Sublessee agrees to clean and maintain the Suite, so it remains in good condition, at Sublessee's cost. Sublessee shall be responsible for repairing or replacing damages to the Premise caused by Sublessees own invitees, clients, and visitors. If in the event Sublessee fails to make such repairs or replacements within ten (10) days of being requested to do so, the Sublessor may make the repairs or replacements. Sublessee agrees to reimburse the Sublessor for the cost and expense of making such repairs or replacements. These charges will be applied to that week's rent with an extended grace period of seven (7) days. If payment is not made by the eighth (8th) day, a ten (10) percent late fee of the total repair or replacement amount will apply. All equipment on the Premises needs to be left in good working order, replaced, or repaired. Security deposits will be forfeited if not left in good working order, repaired, or replaced.

**LIABILITY.** The Sublessor is not responsible for Sublessee's contents coverage and Sublessor is not liable for losses of Sublessee's business or personal property or properties of invitees, clients, and visitors. Sublessor is also not liable for any casualty to a invitees, clients, and visitors while on the properties or in service with Sublessee. Sublessor requires that Sublessee secure his or her own insurance to protect against Sublessee's personal losses and casualty.

**INSURANCE.** Sublessee is required to have professional liability insurance before Sublease Term begins. The Sublessor, shall be listed as an additional insured third (3<sup>rd</sup>) party on insurance policies under and a certificate of insurance shall be delivered to Sublessor promptly after issuance, before Sublease Term begins. Sublessee shall provide written notice prior to any termination of such policies during the Sublease Term.

RIGHT OF INSPECTION. Sublessor shall have the right at all reasonable times during the Sublease Term to enter the Suite for the purpose of inspection and / or repair. Sublessee will receive a forty-eight (48) hour notice prior to non-emergency entry by Sublessor. Sublessor may enter to exhibit the Suit to prospective tenants with a five (5) day notice.

**TERMINATION OF ORIGINIAL LEASE.** If Sublessor terminates his or her tenancy on the Premises, Sublessor will provide thirty (30) days' notice to Sublessee and this Sublease will terminate as of the specified date.

**DISPUTES.** If a dispute arises during or after the term of this Sublease between the Sublessor and Sublessee, they agree to negotiate amongst themselves first before any litigation, arbitration, or mediation.

**SUBLEASING AND ASSIGNMENT.** Sublessee may not lease, sublease, or reassign the Suite without the prior written consent from the Sublessor, at its discretion.

CONDUCT. Sublessee agrees to respect the Premise's clean, low noise, friendly, and professional environment. Sublessee shall make every effort to eliminate noise and mask odors within their Suite and common areas. Sublessee should use chemicals and materials that do not emit offensive odors which can be smelled outside the Suite. A ventilation system or device(s) is required for services that emit offensive odors and must be obtained by Sublessee before the Sublease Term begins.

**NOTICE.** Any notice, demand, request, consent, approval, or communication that either Sublessor or Sublessee is required to give to the other party, or any other person shall be in writing and delivered as a message via Innago, hand delivered in an envelope, or emailed.

Communication via message or email must receive a confirmation of receipt to be deemed valid.

**SEVERABILITY.** If any term, covenant, condition, or provision of this Sublease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and in no way be affected, impaired, or invalidated.

**LEGAL.** Sublessee agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Sublessor as a result of any default by Sublessee under this Lease. Sublessor is free of all legal costs incurred due to the actions of Sublessee. Sublessor, Pretty N Mink, LLC, The Self Care Beauty Bar, and Natavia Wharton are separate entities from Sublessee.

**COMPLIANCE WITH REGULATIONS.** Sublessee shall promptly comply with all laws, ordinances, requirements, and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters.

**CUMULATIVE RIGHTS**. The rights of the parties under this Sublease are cumulative and shall not be construed as exclusive unless otherwise required by law.

PROHIBITED. Smoking inside the Premise prohibited and only allowed outside in the parking lot, where it doesn't interfere with other invitees, clients, and visitors. Selling, using, distributing, or marketing anything illegal is prohibited. Burning of candles is prohibited. Candle warmers are acceptable. Sublessee shall not have any dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premise, unless prior written consent is obtained from Sublessor. Sharing keys or access devices with anyone not included on this Sublease is prohibited. Failure to comply will result in fines up to three hundred (300) dollars or termination from Sublease, at Sublessor's discretion. Fines will be charged with next week's rent.

COMPLETE AND BINDING AGREEMENT. All preliminary negotiations between the Sublessor and Sublessee are merged into, and superseded by, the terms of this Sublease. This Sublease will not be enforceable until signed by both Sublessor and Sublessee. Any modification to this Agreement must be in writing, signed by both Sublessor and Sublessee.

We, the Undersigned, agree to the above stated terms. We understand that this agreement is binding and will be used in court if necessary.

Sublessor:	Sublessee:
Print Name	Print Name
Signature	Signature
Date	Date