

SUBLEASE AGREEMENT – Visoni Salon Studios

This Agreement (“Sublease”) is made by and entered into between Minks Group, LLC, dba Visoni Salon Studios (“Landlord”), a Missouri Limited Liability Corporation at 1160 NE Douglas St, Lee’s Summit, MO 64086, and Jennifer May (“Tenant”), and whose residence is at:

Street Address 714 Olive St #3J
 City, State, Zip Holden, MO 64040
 Phone Number 816-898-3483
 Email jennifermay@yahoo.com

Tenant agrees that it wishes to sublease the premises defined below, and the parties to this Sublease agree the following terms shall be binding on both, with consideration of exchange of promises and other valuable consideration the mutuality and sufficiency of which is hereby acknowledged:

1. The Subleased Studio - Landlord hereby subleases Studio No. 118 (the “Studio”) (Detailed Floor Plan attached as Exhibit A) to Tenants and Tenants hereby sublease the Studio from Landlord with all the basic amenities referred to in Paragraph 3 and Equipment Schedule (attached). Tenants shall in no way color or alter the physical structure of walls, floors, ceiling, doors, window or door jambs, blinds or trim. Nothing shall be glued, mounted, or permanently attached to doors, windows or frames/jambs without Landlord’s advance express written consent. If Tenants desire to provide window covering for any window or door, only the window coverings designated by the Landlord may be utilized (see Rules and Regulations, No. 11, attached).
2. Subject to Primary Lease - Tenant shall be bound by any and all appropriate provisions of the Primary Lease. Any conflicting terms in this Sublease shall yield to terms in the Primary Lease. Tenant agrees that termination of the Primary Lease may result in termination of this Sublease, and Tenant agrees to hold Landlord harmless for any damages.
3. Term - This Sublease is fully binding between Landlord and Tenant as of the Execution Date of the Sublease, and Tenant shall have occupancy of the Studio from 9/14/20 (Start Date) to 9/24/22 (End Date). During the time between the Execution Date and the Start Date, Tenant shall have access to the Studio to prepare for occupancy.
4. Automatic Renewal- This Sublease may renew at the end of the Term for a period equal to the Term, at a weekly rental rate equal to the market value. Tenant may elect not to renew only by giving written notice thirty (30) days prior to the renewal date. Landlord requires no less than 30 days’ notice in writing, should tenant NOT renew the Sublease.
5. Rent - Rent shall be \$ 235 (“Rent”) per week (Sunday through Saturday) and shall be due on Thursday (“Due Date”) of the prior week by two o’clock pm (2:00 PM) (“Time”), payable by automatic bank withdrawal (ACH) on a checking account for which Tenant agrees to provide required account data.
 - a. Vacation weeks - Tenant shall receive 3 vacation week(s) (“Vacation Week”) of free rent over the term of the lease, to be selected by Tenant after six months from beginning of lease period. If Tenant utilizes the Vacation Week and later abandons or terminates the Sublease, or if the Sublease is terminated for cause, prior to the end of the lease period, the Vacation Week rent shall be due to the Landlord.
 - b. Due dates and location - Rent shall be deemed payable in advance of the occupancy week, and shall be deemed delinquent if not received by the Due Date and Time, whereupon late charges will accrue at the rate of twenty dollars (\$20.00) per day. Additionally, Tenant may be locked out of the Studio and a \$50.00 lock-out fee may be imposed. NSF charge for returned ACH draw shall be charged at \$35.00 per event. If the rent payment has not been paid at Due Date, Landlord reserves the right to evict Tenant and Landlord may proceed within any legal means available under law, with the balance of Lease obligations due upon demand.
 - c. Included amenities - Rent shall include access and use of the designated Studio and common areas (hallways, entry, restrooms, break room, etc.), including listed furniture and fixtures (See Equipment Schedule, attached) and includes common area maintenance, common area cleaning, and all utilities. Tenant shall provide all other tools and instruments not included in attached Equipment Schedule and required by any regulatory agency.

6. Permitted Use - Tenant is entitled to use the Studio for rendering services related to the beauty and image industry, and only incidental sales of beauty products and image-related retail items are permitted. No other goods may be sold consigned, traded, bartered, or exchanged without prior written agreement of Landlord. To the extent any items sold by or services offered or rendered by Tenant requires state or federal licenses, certifications, or other documentation, Tenant's failure to obtain and/or present such documentation to Landlord shall be grounds for immediate termination and eviction, and/or any other legal remedies available under law or under this Sublease
7. Proper Conduct - Tenant agrees that he/she will conduct him/herself with decorum, respecting other tenant's and customer's right to quiet enjoyment of the premises, and Tenant shall refrain from making loud noises, yelling, screaming, having a loud radio or television, hosting large groups, or in any way acting in a manner that disturbs other tenants or patrons. Tenant further agrees that he/she shall not use noxious chemicals, aerosols, or any solvents or thinners which emit a strong, offensive smell, or which are harmful to humans or the environment. Tenant further agrees that his/her arrest on the premises, and/or failure to abide by the rules set forth in this paragraph and in the General Rules, Regulations and Security Procedures (attached) shall be grounds for the immediate termination of this Sublease and the eviction of Tenant. Tenant further understands that General Rules, Regulations and Security Procedures may be amended from time to time without notice to Tenant, and Tenant agrees to adhere to any such changes, amendments, or modifications.
8. Maintenance and Repair - Tenant covenants and agrees to perform all obligations concerning the use, care, maintenance, and repair of the Studio (excluding normal wear and tear), including, but not limited to, removal of trash on a regular basis, which must be placed into the designated trash receptacles located on the premises. Tenant agrees not to dispose of any harmful chemicals, acetone, polish remover, etc., into shampoo bowls, sinks, or toilets. Tenant agrees to provide reasonable care of equipment, furniture, fixtures, floors, walls and blinds and is responsible for intentional or negligent actions by Tenant or Tenant's clients resulting in damages.
9. Indemnity - Landlord and its agents and assigns shall not be liable to Tenant or Tenant's employees, patrons, visitors, invitees, or other persons related to Tenant who are on the premises, for any injury or for any damage to personal property caused by an act, omission, or neglect of the Tenant or Tenant's agents, or due to the act or omission of any other Tenant or Landlord. Tenant agrees to indemnify and hold Landlord and its agents and assigns harmless from any and all claims for such injury and damages. Tenant further agrees to indemnify Landlord for all litigation and attorneys' fees, costs, and expenses for claims raised against Landlord for Tenant's negligence or any act or omission of Landlord or Tenant.
10. Insurance - Tenant shall be responsible for its own professional and general liability insurance policy and shall provide Landlord with a certificate for a comprehensive public liability policy in an amount not less than \$1,000,000.00 naming Minks Group LLC, DBA Visoni Salon Studios as additional insured. Landlord is not responsible for Tenant's personal property. Tenant agrees and hereby acknowledges notice that Tenant is neither covered by nor is a beneficiary of Landlord's insurance policy covering the general premises constituting Visoni Salon Studios.
11. Damage by Casualty and Eminent Domain - In the event of a casualty or taking by eminent domain (or deed in lieu of such taking) which affects Landlord's premises, Landlord may elect to terminate the Sublease. Tenant hereby acknowledges notice that such termination would effectively terminate this Sublease effective the same date that the Prime Lease is so terminated. Tenant agrees to release any and all claims against Landlord in the event of such termination. In the event of any such termination due to casualty, Tenant must use its best efforts to obtain all insurance proceeds to which it is entitled and to pay all insurance proceeds (with the exception of personal property and inventory proceeds) to Landlord and, in the event of any such termination due to a taking by eminent domain (or deed in lieu of such taking), Tenant will have no interest in and hereby waives any interest in any award made to Landlord in connection with such a taking (or deed in lieu of such taking).
12. Assignment and Subletting - Tenant has no right to assign, transfer, or pledge its interest in this Sublease, or to sublease the Studio, under any circumstances without the prior written agreement from Landlord.

13. Default and Non-Compliance: A material breach of this Sublease by Tenant includes, but is not limited to, any of the following events constitute a material breach of this Sublease by Tenant:
- i. Any failure to pay rent or fines when due;
 - a. Failure to comply with any state or federal licensing, documentation, or certification requirements or procedures;
 - b. Failure to comply with the terms, provisions, or covenants of this Sublease concerning rent, permitted uses, conduct (tenant and/or tenant's clients or guests), termination, assignment/subletting, hallways, and common area maintenance,
 - c. Illegal activity on or around the premises committed by tenant or tenant's clients or guests,
 - d. Failure to respect the physical integrity or dignity of Landlord, Landlord's agent, or Premises;
 - e. Engaging in revelry or merrymaking on premises and/or frequent entertainment of family members or friends in Studio or on the premises;
 - f. Prior to the natural termination of the term of this Sublease, Tenant deserts or vacates or commences to desert or vacate the leased Studio, or removes or attempts to remove all or a substantial portion of Tenant's inventory, goods, wares, equipment, fixtures, furniture or other personal property from the leased Studio;
 - g. Failure to comply with the General Rules, Regulations and Security Procedures;
 - h. Intentionally or knowingly making any false or misleading statement on the Lease Space Application (attached);
 - i. Any other act or omission by Tenant that substantially interferes with or prevents the realization of either party's reasonable expectations pertaining to the execution of this agreement.
 - ii. Upon occurrence of any material breach of the Sublease, Landlord has the option to pursue the following remedies:
 - a. Terminate the Sublease and evict Tenant immediately without advanced notice, in which event Tenant must surrender and vacate the Studio, and remove within twenty-four (24) hours any and all personal belongings. Tenant waives any claim for injury or damages related to Landlord's exercise of self-help if such is necessary to evict or remove Tenant from the Studio.
 - b. Pursue a claim for monetary relief for any damages including recovery of all future rent lost over the remainder of the Term.
 - c. If, because of breach or default by Tenant or Tenant's obligations under this Sublease, it shall be necessary to employ an attorney or to reinforce, or defend any of the Landlord's rights or remedies, Tenant shall pay to the Landlord any reasonable costs incurred by Landlord as attorney's fees.
 - d. Landlord may lock Tenant out of the facility and/or the Studio, until the breach is resolved at the sole discretion of the Landlord. Tenant waives any rights or remedies otherwise granted Tenant, and Tenant waives all claims for injury or damages related to Landlord's exercise of lock out.
 - e. Landlord may elect to waive one or more instances of default or breaches of promises or covenants. Such waiver shall in no way be implied from inaction. And no waiver of default or breach of one provision shall be construed as a general waiver of default or breach of contract generally, of any other provision, or of a future default or breach of the same provision.
14. Holding Over - Tenant acknowledges and agrees that it has no right to occupy the leased Studio beyond the Term of this Sublease if Tenant has elected not to renew the Sublease or if the Sublease is terminated for any reason by either party. If, despite such acknowledgement or agreement, Tenant does hold over, such hold over will be on a day-by-day basis at a rate equal to Two Hundred Percent (200%) of the effective weekly Rent divided by seven (7).
15. Deposit - A security deposit equal to rent for one week is required and due upon execution of this Sublease. The security deposit shall be refunded when Tenant vacates the Studio, provided that Tenant has left the Studio in the same condition as when Tenant first took possession of the Studio (less accommodation for normal wear and tear) ("Original State") and provided Tenant has not violated the policy against altering the physical structure of the Studio, coloring the door, window or door jambs, trim, blinds or floors, or affixing or gluing matter to the windows or doors. Any additional cost to returning the Studio to its original state shall be borne by Tenant, regardless of whether such repair is needed due to an act of Tenant, or to Tenant's employees, agents, visitors, invitees, relatives, or customers. No furniture, fixture, nor anything attached to the floor or walls may be removed without the prior written consent of Landlord.

16. Internal Studio Exchange - It is expressly understood that an internal Studio exchange cannot occur without the prior written consent of Landlord. The fee for such an exchange shall be One Hundred Fifty Dollars (\$150.00), which does not include the cost of desired alterations to the new Studio, nor returning the Studio to its original state.
17. Licenses and Permits - A copy of the following licenses and/or permits (in a current status) must be provided to the Landlord and displayed in the Studio (as applicable):
- i. Barber or Cosmetology license
 - ii. Independent Contractors license
 - iii. Sales and Use Tax Permit
 - iv. Estheticians License
 - v. Massage Therapy license
 - vi. Dermatology license
 - vii. Manicuring license
 - viii. Any other license required by the State of Missouri for doing business in the Branch or Profession in which Tenant is engaged.

Tenant shall comply with all government agency rules and regulations and is responsible for compliance by Tenant's employees and agents. Tenant has sole responsibility for keeping these licenses and permits current, paid and renewed. Copies of licenses and/or permits must be provided to Landlord upon renewal. Failure to keep licenses and permits current will result in penalties and fines levied by the State of Missouri regulatory commissions in the Branch or Profession in which the Tenant is engaged. If an inspection results in penalties and fines assessed to Landlord due to Tenant's failure to keep licenses and permits or through a violation of rules and regulations, said fines and penalties will be passed on to Tenant, including any costs of attorney's fees or litigation, and shall become the full responsibility of Tenant. Payment of any fine will be made through ACH draw on the Tenants' bank account normally utilized for Sublease payments, and Tenants hereby authorize such ACH draw when given with five (5) days' notice.

18. Furnishings and fixtures – Landlord has furnished each Studio with fixtures and furniture, detailed in the Equipment Schedule attached to this Sublease. Tenant shall provide all other tools and instruments not included in attached Equipment Schedule and required by any regulatory agency. By executing this Sublease, Tenant acknowledges receipt of all furniture and fixtures and other amenities listed in the Equipment Schedule in full and good working condition. Tenant is required and expected to properly maintain the Studio and all items listed in the Equipment Schedule. Tenant must obtain Landlord's prior written consent to add any personal furniture, fixtures, equipment or other personal items he/she may desire to have in the Studio. In the event Tenant leases any additional equipment or furniture from the Landlord, a list will be attached to the Equipment Schedule describing such equipment and furniture, along with the cost and any weekly installments. In the event that Tenant becomes delinquent in such payments for more than seven (7) days, Landlord may use all remedies allowed by law to recover what is rightfully Landlord's property and Tenant shall reimburse all reasonable expenses incurred, including attorney's fees and collection fees.
19. Minor children – All minor children shall remain in the Studio at all times unless escorted by an adult. Unescorted minor children are not permitted in any Common Area of the building and shall not disturb any other Tenant or Tenant's guests. Violation of this rule may result in a \$50.00 fine or immediate termination of the Sublease.
20. Independent contractor status – Tenant acknowledges Tenant is an independent contractor, and employment by Landlord is not offered nor implied. Tenant is responsible for the payment of all sales, use and income taxes, as well as all state and federal and self-employment taxes. Tenant is permitted to offer their own products for resale, provided that product is displayed only in Tenant's Studio, and may not be displayed in the windows adjoining the halls. Tenant is responsible for Tenant's own license fees, business tax certificates and fees, insurance, and any other required licenses, certificates and similar or related professional expenses. As an independent contractor, Tenant is responsible for Tenants own scheduling, telephone, and credit card services, as needed. Unless otherwise noted, Tenant is the only individual authorized to provide any services within the Studio, i.e. no sharing of the Studio is permitted without the express written consent of the Landlord. Tenant further acknowledges that Landlord provides no receptionist, and that minimal walk-in business opportunities will be available.
21. Access – Tenant will be issued a proximity device for access to the building during off-hours, and a unique Studio door code. Replacement fees for lost proximity device: \$50.00. During Normal Operating Hours, the main entry door will remain unlocked for access by Tenant and Tenant's clients. During Restricted Access Hours or Closed Hours,

doors will be locked, but Tenant may access the building through the proximity device, and clients may be admitted by the Tenant. See Access Procedures in General Rules, Regulations and Security Procedures (attached).

22. Special conditions – Jennifer has requested an internal studio exchange from #108 to #118 at a cost of \$150 as noted in item 16 of the lease.
This is a two year lease that supersedes all previous leases signed by Jennifer May

This Sublease represents the entire Agreement between the Landlord and Tenant, and no other agreement or promise is represented or implied.


Jennifer May (Sep 9, 2020 12:22 CDT)

Applicant Signature

Sep 9, 2020

Execution Date


Eric Minks (Sep 9, 2020 18:59 CDT)

Landlord Signature

Sep 9, 2020

Execution Date

**General Rules, Regulations and Security Procedures
Visoni Salon Studios – Lee’s Summit**

1. **Illegal activities** – Any illegal activity conducted at Visoni Salon Studios (inside the facility or in the parking lot) by Tenant or Tenant’s clients or guests shall be cause for immediate termination of the Lease.
2. **Candles** - No candles of any kind may be sold, displayed or burned on the premises. No open flame of any kind nor any device that generates smoke is permitted
3. **Smoking** - Smoking is never permitted inside the building or within 50 feet of any entry or exit. Tenants or their clients violating this policy will be subject to a \$50.00 fine and possible termination of the Sub-Lease.
4. **Alcohol** – Sales of alcohol are strictly prohibited.
5. **Deliveries** – Visoni Salon Studios does not accept deliveries or mail on behalf of Tenants at any time. If deliveries are made, they are the sole responsibility of the Tenant.
6. **Children** - All minor children shall remain in the Studio at all times unless escorted by an adult. Unescorted minor children are not permitted in any common areas of the building and shall not disturb any other Tenant or Tenant’s guests. Violation of this rule may result in a \$50.00 fine or immediate termination of Sublease.
7. **Disposal** - Disposal of hair coloring treatments, hair, or other materials shall be done in the Tenant’s Studio, and never in the restroom sinks or toilets or the break room sink. All trash shall be removed from the Studio daily and placed in the designated receptacle (dumpster at trash room) on site. Refuse is NEVER to be left in the laundry room for others to dispose of.
8. **Music volume** - Music and television volume shall be kept at a level low enough so as to not disturb other Tenants or Tenant’s guests.
9. **Professional conduct and quiet enjoyment** - Tenant at all times must use professional conduct and not disturb or allow guests to disturb other Tenants or guests. Tenant is responsible for behavior of Tenant’s guests or clients at all times, both inside the facility and in the parking lot. Tenant must wear attire that is of a washable material with armpits covered, and bare feet are not allowed.
10. **The application and processing of any chemical service** on a client must remain inside the tenant’s Studio, or during processing, may take place in the Color Processing room.
11. **Decorating** – Studios may be decorated to suit the Tenant. Tenant shall in no way color or alter the physical structure of walls, floors, doors, window jambs, door jambs, blinds or trim. Nothing shall be glued, mounted, or permanently attached to doors, windows or jambs. If Tenant desires to have window covering for any window or door, only the following window coverings may be utilized: Non-Adhesive Vinyl Frosting
12. **Studio sharing** - Studio sharing and sub-leasing are allowed only with the written consent of the Landlord.
13. **Break room** – The break room is for the use of all Tenants, all of whom must adhere by the following rules and guidelines:
 - a. **Clean-up/storage** – All Tenants must clean up after themselves and/or their guests when using the break room. Do not leave food or beverages, soiled or clean laundry, eating utensils, plates, bowls, glasses, cups, trash or other items in the break room. All personal items must be stored in the Tenant’s Studio.
 - b. **Washers/Dryers** – The Break Room is equipped with two front-load washers and dryers for Tenant’s use in conjunction with their business (i.e. no personal laundry is allowed). Tenants are to provide their own detergent, (utilize only High Efficiency (“HE”) detergent), and must remove their laundry from the machines as soon as possible. If a washer is filled with another’s laundry at the end of the wash cycle, and it cannot be determined who the laundry belongs to, place the wet laundry in the nearest dryer and start the dry cycle. Never place wet laundry on the floor, counters or washer/dryers. Same rules apply for laundry left in the dryers. A business card magnet is provided for all tenants and it should be placed on the washer with laundry, then on the dryer as laundry moves, and finally on shelf facing when dry laundry is placed on the shelves.

- c. **Cabinets/sink** – No disposal of solid waste is permitted in the sink, and absolutely no disposal of hair coloring materials or other materials is allowed. The sink/counter areas are to be regarded as food preparation areas, so please use common sense and normal sanitary practices. Personal items may not be stored in the cabinets or drawers. All personal items must be stored in the Studio.
 - d. **Microwave oven** – Cover all foods cooked in the microwave oven, and clean up any messes.
14. **Cleanliness** – The Studio shall be kept in a clean and presentable manner at all times. Studio shall be swept after each client, and no accumulation of dust, dirt or hair is permitted.
15. **Space heaters** –No space heaters of any kind are allowed. Each use of any space heater other than the building’s HVAC system will be fined \$100 and may result in immediate Sublease termination.
16. **Entry/exit doors** – All Tenants, guests and clients must enter and exit through the front door. The front door will remain **Entry/exit doors** –All Tenants must enter and exit through the rear Tenant Access door, and clients and guests must enter through the front Public Access door. The rear Tenant Access door will remain locked at times with access by a proximity reader, and may not be propped open. Security of tenants and their guests is our highest priority, and any person caught propping open any door will be subject to a \$100 fine and possible revocation of the lease.
17. **Access & security procedures** – Security is a top priority and the responsibility of all Tenants. Tenants have access to the facility 24/7 through a proximity reader device at the rear Tenant Access door, but access and security are governed by the following procedures:
- a. **Normal Business Hours:** Every day, from first Tenant arrival (after 8:00am) until 8:00pm. During Normal Business hours, the front door will be unlocked for client access. The first Tenant to arrive at Visoni Salon Studios after 8:00am will access the building through the exterior proximity reader, and will then unlock the front door for Tenant and client access for the rest of the day through the interior reader. (Swipe the proximity device at the interior reader on the wall adjacent to the rear door. If the front door unlocks, the green LED will light. If the green LED is off, the front door is locked.) At 8:00pm, the doors will automatically lock for Restricted Access (i.e. the Tenant must manually let in all Clients arriving after 8:00pm). The last Tenant to leave is responsible for locking the front door.
 - b. **Restricted Access Hours:** Every day, 8:00pm to 8:00am or after arrival of first tenant. During Restricted Access Hours, additional security is provided by locking the front door after Tenant has entered. Tenants will have building access via their proximity device, and will manually open the front door for any clients arriving before 8:00am and after 8:00pm. Do not open any door or allow access for anyone you do not know.
 - c. **Security steps upon leaving** - It is the responsibility of the last Tenant to leave the building to arm the front door upon exit (rear door is always locked). Failure to arm the front door upon exit of the last Tenant will result in a \$100 fine. The front door lock can be armed by swiping the access device against the interior reader. Wait 10 seconds and check to see if the door locks, indicated by the green light going out. If not, swipe again and wait another 10 seconds.

	Days	Time	Doors
Normal Operating Hours	Daily	8:00am to 8:00pm	Unlocked
Restricted Access Hours	Daily	8:00pm to 8:00am	Locked

There is currently no alarm installed at the facility. This schedule and alarm status may change as circumstances require, and Tenant agrees to adhere to any modifications.

Tenant acknowledges receipt of the General Rules, Regulations & Security Procedures, and agrees to comply.

Jennifer May
Jennifer May (Sep 9, 2020 12:22 CDT)

Sep 9, 2020

Tenant Signature

Date

Equipment Schedule
Furniture and Equipment Provided with Sublease

Tenant Name Jennifer May Studio 118

- | | |
|--|--|
| <input checked="" type="checkbox"/> Styling Chair | <input type="checkbox"/> Hood Dryer |
| <input checked="" type="checkbox"/> Shampoo bowl/chair | <input type="checkbox"/> Dryer Chair |
| <input checked="" type="checkbox"/> Towel cabinet | <input checked="" type="checkbox"/> Vanity/cabinet |
| <input type="checkbox"/> Manicure station | <input checked="" type="checkbox"/> Workstation/mirror |
| <input type="checkbox"/> Other | |

Tenant acknowledges that all equipment and furniture are in good working order. Tenant shall provide all other tools and instruments not included above and required by any regulatory agency

Jennifer May
Jennifer May (Sep 9, 2020 12:22 CDT)

Sep 9, 2020

Tenant Signature

Date

Exhibit A: Floor plan

