

## **GROOMING SPACE AGREEMENT**

This GROOMING SPACE AGREEMENT (“Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (“Effective Date”) by and between Jan Rook and/or Jan’s Grooming (collectively referred to as “Jan’s Grooming”) and \_\_\_\_\_ (referred to as “Lessess”).

WHEREAS, Jan’s Grooming operates a grooming service for certain animals and Lessee desires to lease a portion of space at Jan’s Grooming building/establishment; and

WHEREAS, Jan’s Grooming desire to provide grooming space to Lessee within Jan’s Grooming business establishment under the following terms and conditions.

NOW, THEREFORE, inconsideration of the mutual promises made herein, and other good and valuable consideration, the parties agree as follows:

1. Space. Jan’s Grooming agrees to provide grooming space within the building/physical premises currently operated by Jan’s Grooming.
2. Service. Lessee agrees to provide grooming services only as provided for under this Agreement.
3. Term. This Agreement shall commence on the Effective Date and continue for an initial period of one (1) year and thereafter shall automatically renew for successive one (1) year periods unless Lessee notifies Jan’s Grooming in writing of their intent to terminate the Agreement upon thirty (30) days’ notice. In other words, Lessee may terminate this Agreement at any time by giving Jan’s Grooming thirty (30) days’ written

notice; thereafter, this Agreement will be terminated upon the expiration of said 30-day notice. Notwithstanding, Jan's Grooming may terminate this Agreement at any time and said termination will be effective immediately upon Lessee's notification (whether oral or written). Upon termination of this Agreement, Lessee shall identify and show all equipment/supplies Lessee is taking at the time Lessee vacates Jan's Grooming business premises.

4. Rent. Lessee agrees to pay Jan's grooming, as rent, a sum equivalent to fifty percent (50%) of every animal groomed by Lessee. This amount will be calculated **daily** and will be paid **daily** or **weekly**.

5. Insurance. Lessee agrees to carry their own insurance covering themselves and all animals they work on. Jan Rook will be named as a rider on their policy.

6. Supplies. Lessee will provide all grooming equipment necessary to provide grooming services, such as clippers, blades, combs, brushes, shears, nail clippers, etc. Further it is specifically understood and agreed that Lessee will be responsible for any and all maintenance to such supplies. Jan's Grooming will provide all necessary bathing supplies, drying equipment, cologne, bows, bandanas, and nail polish for grooming use. It is further understood and agreed that Jan's Grooming will sharpen **only** Jan's Grooming shop blades.

7. Clients. All clients of Jan's Grooming shall remain and is considered a protectable, proprietary trade interest of Jan's Grooming. To this end, such customers shall not be contacted in any respect by Lessee during the term of this Agreement without

the express authorization by Jan Rook nor shall Lessee contact any such customers of Jan's Grooming at the expiration or termination of this Agreement for a period of one (1) year for the purpose of soliciting such customer for a competing grooming service. Customers solicited and developed independently by Lessee will be considered customers of Lessee.

8. Improvements. Lessee shall make no improvements, renovations, alterations, or additions in or to the physical premises of Jan's Grooming without the prior written consent of Jan Rook. If Jan Rook consents to any improvement, renovations, alterations, or additions to the physical premises, Lessee shall bear the entire cost of such improvements, renovations, alterations, or additions and hold Jan's Grooming harmless for any liabilities or claims with respect thereto.

9. Utilities. Jan's Grooming will provide such necessary utilities in order to allow Lessee to provide grooming services. Such utilities include water, power, heating, lighting, ventilating, electricity, and/or air conditioning.

10. Property Damage. Any property owned by Lessee which is located at Jan's Grooming business premises shall be at Lessee's risk and Jan's Grooming shall not be liable for any loss, damage, or destruction of such property from any cause, unless due to the willful misconduct or gross negligence of Jan's Grooming. It shall be the responsibility of Lessee to maintain adequate insurance on such property installed, stored, maintained, or used by Lessee in or about Jan's Grooming business premises.

11. Damage from Casualty. If during the term of this Agreement, the premises occupied by Jan's Grooming shall suffer damage by fire or any other casualty, cause, or condition, Jan's Grooming may elect to terminate this Agreement immediately without liability in respect to Lessee. The termination shall be effective and any non-accrued rent shall cease as of the date of such damage.

12. Indemnity. Lessee shall protect, indemnify, and hold Jan's Grooming harmless from and against any and all liability and expense of any kind deriving from injuries or damages to persons or property occurring in, on or about the business premises of Jan's Grooming that are due to any negligent acts or omissions of Lessee or Lessee's agents, servants, or employees.

13. Care of Premises. During the term of this Agreement, Lessee shall take good care of any portion of Jan's Grooming's business premises utilized by Lessee and to keep such space in good repair and free from fire, explosion, or other nuisance. Upon expiration or termination of this Agreement, Lessee shall return any space utilized by Lessee within Jan's Grooming's business premises in as good condition as when received by Lessee (usual wear and tear excepted.) Improvements, repairs, fixtures or additions to the Jan's Grooming's business premises which cannot be removed without damage to Jan's Grooming business premises shall be surrendered by Lessee and shall become a part and remain on the property of Jan's Grooming's business premises.

14. Compliance with Laws. Lessee shall comply with all necessary laws, orders, or ordinances as may be required for Lessee to operate/provide grooming services.

15. Conflict of Interest. During the term of this Agreement, Lessee agrees not to provide the same or similar grooming services for or on behalf of any other competitor of Jan's Grooming in Springfield, Missouri.

16. Relationship of Parties. It is understood that Lessee and Lessee's employees, agents, or servants shall be deemed an employee, agent, or servant of Lessee only and are not employees, agents, or servants of Jan's Grooming.

17. Business Referrals. As noted in Clause 7 above, Jan's Grooming has an established client base which will be available to Lessee to provide services, at the sole discretion of Jan's Grooming. It is understood and agreed Jan's Grooming does not and will not guarantee any specific amount of business daily, weekly, or monthly. Lessee is expected to build his/her own client base.

Further it is understood and agreed that all grooming jobs performed by Lessee shall meet the same high standards provided by Jan's Grooming and such grooming jobs shall be subject to the approval of Jan Rook and/or Jan's Grooming.

18. Additional Services Provided by Jan's Grooming. Jan's Grooming will assist Lessees in booking appointments, provide computer-related information, receive and release animals, as well as call customers for animal retrieval, when possible.

19. Assigns. Lessee shall not assign or transfer this Agreement or any part thereof, without the express prior written consent of Jan's Grooming.

20. Waiver. A waiver by either party of any default or breach hereunder by the other party shall not be construed to be a continuing waiver of such default or breach.

21. Entire Agreement. All prior negotiations and agreements between the parties are superseded by this Agreement, and there are no representations, warranties, understandings, or agreements other than those expressly set forth in this Agreement, except as may be modified in writing concurrently or subsequent to this Agreement. Further, this Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

**Jan's Grooming**

**Lessee**

By \_\_\_\_\_

By \_\_\_\_\_