



General information

Thank you so much for your considering True Hue as a space to operate your business out of. The concept stems from my own personal experience of wanting a professional, stylish, clean, private and yet family setting to work out of. I believe you should not have to sacrifice one or the other because when you do you not only risk losing personal inspiration but clients as well.

The space was designed with a lot of love and if you are truly interested in being a part of the True Hue family I would love to speak with you! I promise as owner and tenant that I will provide a space for you that you truly believe is worth paying for and enjoy creating experiences in.

Inclusions

Beverage and Snack

The common area includes a bar with the option for you to make your clients coffee or tea. Water, variation of small snacks, sparkling water and wine will also be kept stock in the event that you choose to offer it to your guest. I only ask that you respect others and keep the area spill and crumb free but organization and restocking will be provided for you as a tenant.

Wifi

Wireless internet will be provided by the building. Code will be given at the time of check in.

Trash Removal

If you bag up your trash and set it by your personal entrance it will be taken out for you at the end of each working day. (5pm)(Tuesday-Saturday)

Cleaning Service

A top priority for the space is cleanliness. Maintenance will be kept for the tenant but the cleaning of personal tools and equipment will be left up to the discretion of you as the tenant. Your personal items will not be dealt with due to privacy and respect for tools.

Laundry

The washing of towels, capes, robes and aprons will be provided to you as long as you have a bin marked laundry. You can also have a personal color or mark your items with initials on the tags so that it can be folded and dispensed back to your area. Laundry will be collected at the end of each working day. (5pm)(Tuesday-Saturday)

Security System and Monitoring

The space will be monitored with camera and alarm system. Unlike traditional suites True Hue does not have personal locking doors and privacy is kept with stylish curtains in doorways. Due to this space saving feature peace of mind can be kept knowing your area has camera footage directly monitoring retail and your personal room. Key to the building will ONLY be given to tenant and copies should not be made in any circumstances.

Minerva Salon Systems

One of the best parts of operating your business out of True Hue is that your provided with top of the line Minerva salon equipment. Equipment includes: salon chair, shampoo bowls & chairs, stations, full length mirrors, storage, rolling hooded dryers and stylish sink vanities that include a countertop and tile up the ceiling. The tech room (priced differently) can be styled based on request due to the nature of your business but a lash bed, rolling tech stool, ample storage & overhead lighting and sanitation sink are provided for that room.

Retail Space

In the event that you would like to sell retail there will retail shelving in the common area for all guest to see and shop. You will be responsible for the upkeep of personal inventory but cleanliness and organization will be kept by the building.

Common Area

The use of common area can be utilized for waiting guest in the event you are double booked. The area will have chairs and television or music. The use of patio area is open to all as well with access from the outside.

Acrylic Signage

4x6 acrylic signage will be outside each space. Tenants can send over a file of their logo to be printed and placed to truehue2021@gmail.com.

FACILITY RENTAL AGREEMENT

- I. **The Parties.** This Facility Rental Agreement ("True Hue Suites lease") is hereby entered into on _____, (date) between _____ (tenant name & true hue pllc.). With True Hue pllc. having a mailing address of 3103 whittle springs rd. Knoxville, Tn 37917 and _____ (tenant's name), residing at _____, ("Tenant's address"). Collectively the Landlord and Tenant shall be referred to as the "Parties."
- II. **Leased Premise.** The Landlord agrees to lease a portion of the Premises in accordance with the use as stated in Section VI of this Agreement located with a street address of 3103 whittle springs rd., and shall consist of an area sufficient to operate the Tenant's services ("Leased Premises"). Tenant shall have the right to occupy the Leased Premises and to operate as a business open to the public. Additionally, the Leased Premises is described as: Room _____.
- For and in consideration of the mutual promises and stipulations contained in this Agreement, Landlord does hereby lease to Tenant, and Tenant hereby leases from Landlord, the leased premises described in Section II of this Agreement in accordance with the following terms and conditions:
- III. **Term of Agreement.** This Agreement shall begin on _____ ("Start Date") and shall continue as a week-to-week lease until notice by either the Landlord or Tenant, for a period of no more than one year from the Start Date. The weekly rental period shall begin and renew on Monday of each week. The Landlord may terminate this Agreement upon 4 weeks' written notice to the Tenant. The Tenant may terminate this Agreement upon 8 weeks' written notice to the Landlord to allow the Landlord sufficient time to secure a new Tenant for the Leased Premises. In the event that the Tenant terminates this Agreement prior to one year from the Start Date, Tenant must pay a cancellation fee equal to 50% of all remaining rents due through the end of the one-year period.
- The Landlord acknowledges that it has the duty to mitigate damages in the event that this Agreement is terminated prior to the one-year period. As such, the Landlord will issue a refund the termination fee for any month that a new Tenant occupies the Leased Premise during the original rental period that is the subject of this Agreement.
- IV. **Rent.** The total rent due by the Tenant shall be in the amount of \$ _____ for the term of one week ("Rent").
- V. **Due Date.** Tenant shall be required to pay Rent by the 1st day of the Rental Period ("Due Date"). As outlined in Section III, each Rental Period renews on Monday. If Rent is not paid by the Due Date, there shall be a fee assess in the amount of \$45.00 for each day rent is late, unless otherwise agreed in writing by the Parties.
- VI. **Payment of Rent.** Rent shall be paid by the Tenant to the Landlord by hand-delivery to the shop dropbox at 3103 whittle springs rd. with your personal and business name on it.
- VII. **Security Deposit.** The Landlord does not require the Tenant to pay a Security Deposit as part of this Agreement; however, Tenant will be solely responsible for any and all damages to the facility and shall remit payment to Landlord immediately for any such damage.
- VIII. **Utilities.** Landlord agrees to pay for the following utilities and services as part of the Leased Premises: electricity, water/sewer, trash removal, not including bio-hazard materials.
- IX. **Cleaning Service.** The Landlord does provide cleaning or janitorial services for the Leased Premises.

- X. **Use of the Premises.** Tenant shall use the Leased Premises to provide the following client services:
Any service permitted by your state license
The Tenant agrees that he/she shall only offer the client services specifically outlined above within the Leased Premises. In the event that Tenant would like to offer services not specifically outlined above, he/she must obtain written approval from the Landlord. The Tenant will not be permitted to offer services that are not permitted by their state licensure.
- Further, Tenant, nor his/her clients shall use the Leased Premises in any manner that violates Local, State or Federal Laws. Additionally, Tenant shall comply with all HIPPA rules and policies as set forth by the Landlord.
- XI. **Non-Compete Agreement.** The Parties agree that at the end of the Lease Term, or upon termination of this Agreement, Tenant shall not conduct competing business with the Landlord within a fifteen (15) mile radius of the Leased Premises for a period of one year from the date of termination of this Agreement.
- XII. **Ownership of Client List.** All client names and information are the sole property of the Landlord and shall not be used by the Tenant outside of the services provided on the Leased Premises during the Lease Term. The Tenant may not take client lists or any client information at the conclusion of the Lease Term.
- XIII. **Fixtures:** The Landlord provides pre existing fixtures or equipment. Any existing fixtures on the Leased Premises shall be available for use by the Tenant but must be left in good, working order at the conclusion of the Lease Term.
- XIV. **Assignment and Subletting.** Tenant shall not have the right to assign or subject any part of the Leased Premises.
- XV. **Condition of the Leased Premises.** Tenant agrees to accept the Leased Premises in its current and present condition. Any repairs are to be conducted at the Tenant's expense. If the Tenant would like to modify the look or style of the Leased Premises, it must be approved, in writing, by the Landlord.
- XVI. **Maintenance.** The Parties agree that the Tenant shall at all times keep and maintain the Leased Premises in a clean and neat condition presentable to clients at all times. Tenant will, at his/her expense, promptly repair any damage to the Leased Premises caused by any act or omission of Tenant or his/her agent, employee, customer, guest or invitee. Tenant shall not deliberately deface or damage the Leased Premises or any part thereof. Tenant will make no structural change or other alteration to the Leased Premises without the prior written consent of the Landlord. Tenant agrees to return the Leased Premises peaceably and promptly to the Landlord at the termination of this Agreement.
- XVII. **Indemnification.** The Tenant is solely responsible for any claims arising out of his/her activities or services while performing duties under this Agreement. The Landlord, its representatives, directors, officers, partners, owners, employees, and agents are not liable for damages due to any act or omission on the part of the Tenant. Additionally, the Tenant shall ensure that all medical and other licensing requirements are up-to-date and in force at all times during the rental period. The Landlord shall not be responsible for any lapse in Tenant's licensing.
- XVIII. **Tenant's Default.** If Tenant is in default of this Agreement, Landlord shall first notify Tenant via written notice by Certified Mail, return receipt requested. The Tenant shall have five (5) days to comply with the notice or vacate the Leased Premises. If the Tenant refuses to vacate the Leased Premises without curing the issues stated in the Landlord's written notice, the Tenant shall be liable to reimburse the Landlord for attorneys' fees, loss of business, loss of revenue, and any other damages deemed warranted as a result of the Tenant's refusal to vacate the Leased Premises.

- XIX. **Landlord's Duties.** If Landlord is in default of this Agreement, Tenant shall first notify Landlord via written notice by Certified Mail, return receipt requested. The Landlord shall have five (5) days to comply with the notice or the Tenant shall be allowed to terminate this Agreement immediately.
- XX. **Severability.** The invalidity of any statement, section, or portion of this Agreement shall not be deemed to affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be invalid, the parties shall agree that the remaining provisions shall be deemed in full force and effect as if they had been executed by the Parties subsequent to the expungement of the invalid provision.
- XXI. **No Waiver.** The failure of either the Landlord or the Tenant to this Agreement to insist upon performance of any of the terms and conditions of this Agreement, or the waiver of any such breach of any of the terms and conditions of this Agreement shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver occurred.
- XXII. **Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee.
- XXIII. **Notices.** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by Certified Mail, return receipt requested, to the respective addresses of the Parties set forth in Section I of this Agreement.
- XXIV. **Modification.** Any modification to this Agreement or additional obligation assumed by either of the Parties in connection with this Agreement shall be binding only if placed in writing and signed by both the Landlord and the Tenant or an authorized representative of each party.
- XXV. **Entire Agreement.** This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS THEREOF the Parties have each caused this Agreement to be executed and delivered by a duly authorized representative as of the date first above written.

Tenant's Signature: _____ Date: _____

Tenant's Printed Name: _____

Landlord's Signature: _____ Date: _____

Landlord's Printed Name: _____

Tenant Information:

Name:

Address:

Phone number:

Social Media:

Email:

DOB:

License Type/Profession:

Favorite cake flavor: