

# L'Atelier

VANCOUVER

## L'Atelier Vancouver Inc Membership Terms & Conditions

### TERMS AND CONDITIONS to the SPACE SHARING & LICENSE AGREEMENT

The following Terms and Conditions, as amended and updated from time to time (the “**Agreement**”), apply to and form part of all Space Sharing and License Agreements between L'Atelier Vancouver Inc., a British Columbia corporation (“**L'Atelier**”) and all members and licensees using L'Atelier services (the “**Services**”) or otherwise using or entering upon premises controlled by L'Atelier (the “**Premises**”).

Persons and businesses subject to Space Sharing and License Agreements, their principals, directors, officers, employees, agents, affiliates, associates, contractors and guests (collectively and individually the “**Licensee**”) agree to be bound by this Agreement as a condition of their use of the Services. If a Licensee does not agree to be bound by the Agreement, and any amendment to the Agreement, the Licensee will be deemed to have terminated all agreements with L'Atelier subject to this Agreement. Licensee will be bound by any charges, costs or penalties incurred as a result of termination.

Any capitalized term not otherwise defined herein shall have the meaning given to it in the Agreement. Any reference to the Agreement includes these Terms and Conditions.

#### TERMS AND CONDITIONS:

##### (1) BUSINESS HOURS.

A license or right granted pursuant to an Agreement will be confined to the hours of 9:00am and 5:30pm on Business Days (“**Business Hours**”), unless otherwise agreed in writing.

##### (2) DAMAGE DEPOSIT.

All Licensees will be required to pay a damage deposit in accordance with the Agreement (the “**Damage Deposit**”). The amount of the Damage Deposit will be established for each Licensee by L'Atelier, which may, at its sole discretion, increase or reduce the Damage Deposit required from each Licensee.

##### (3) RULES AND REGULATIONS.

(a) The Licensee agrees to comply with, and to ensure that any guest of the Licensee complies with, the rules and regulations attached hereto and updated from time to time (“**Rules and Regulations**”).

(b) L'Atelier may change, amend and update the Rules and Regulations at any time and at its sole discretion.

(c) Any change, amendment or update to the Rules and Regulations will apply to the Licensee once published, posted or communicated in any one of the following ways: (i) on the L'Atelier website, (ii) in an area of the Premises generally accessible by Licensee, or (iii) through mail, email or any other form of electronic or telephonic transmission.

(c) Nothing contained herein will be construed to give the Licensee or any other person or entity any claim, demand or cause of action whatsoever and however arising against L'Atelier out of: (i) a violation of the Rules and Regulations by any other licensee of L'Atelier or occupant or visitor of the Premises by L'Atelier; or (ii) the enforcement or waiver of the Rules and Regulations by L'Atelier in any particular instance.

(d) To the extent that the Rules and Regulations may conflict with any provision of the Agreement or any other written agreement between the Licensee and L'Atelier, this Agreement and any other written agreement will prevail to the extent of the conflict.

#### (4) DAMAGES, WAIVER AND INDEMNITY.

(a) The Licensee is responsible for any damage directly or indirectly caused by the Licensee to any part of the Premises or common areas within the building and property where the Premises is located ("Damage"). L'Atelier may, at its sole discretion, repair any Damage at the sole expense of the Licensee. If the cost of repairs exceeds the Damage Deposit, that portion of the cost will be payable immediately upon demand. If L'Atelier uses all or a portion of the Licensee's Damage Deposit for repairs, L'Atelier will be entitled to request a new Damage Deposit from the Licensee, and the Licensee will be required to pay such new Damage Deposit to L'Atelier .

(b) The Licensee is responsible for insuring the Licensee and the Licensee's property against any and all risk. The Licensee hereby waives any right of recovery against L'Atelier or the Landlord, and their respective officers, directors, managers, employees, contractors, shareholders, licensees, partners, agents, representatives and affiliates, for any damage or loss to the Licensee, whether known or unknown.

(c) The Licensee shall indemnify and hold harmless L'Atelier, the Landlord and each of their respective agents, employees, officers and directors, from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or attributable to the Licensee's use of the Services and the Premises and any breach of this Agreement or any other Agreement, including without limitation claims under the *Occupiers Liability Act* (British Columbia, negligence and gross negligence.

#### (5) L'ATELIER 'S LIMITATION OF LIABILITY.

The Licensee acknowledges and agrees that neither L'Atelier nor the Landlord nor any of their respective officers, directors, managers, employees, contractors, shareholders, members, partners, agents, representatives or affiliates will be responsible for any direct, special, consequential or punitive damages that may result from the failure of L'Atelier to furnish any service or utility. The Licensee's sole remedy and L'Atelier's sole obligation for any failure to render any service, any error or omission, or any delay or interruption of any service, is limited to an adjustment to the Licensee's Fees in an amount equal to the charge for such service for the period during which the failure, delay or interruption continues.

WITH THE SOLE EXCEPTION OF THE REMEDY DESCRIBED ABOVE, THE LICENSEE EXPRESSLY AND SPECIFICALLY AGREES TO WAIVE, AND AGREES NOT TO MAKE, ANY CLAIM FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST BUSINESS OPPORTUNITIES OR PROFITS, ARISING FROM ANY FAILURE TO FURNISH ANY SERVICE, ANY ERROR OR OMISSION WITH RESPECT THERETO, OR ANY DELAY OR INTERRUPTION OF ANY SERVICE HEREUNDER. WITH REGARD TO ANY

SERVICE PROVIDED BY L'ATELIER, L'ATELIER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LICENSEE IS SOLELY RESPONSIBLE FOR MAINTAINING THE SAFETY AND SECURITY OF ALL TANGIBLE AND INTANGIBLE PROPERTY BROUGHT INTO, USED OR STORED IN THE PREMISES. L'ATELIER ADVISES LICENSEE TO KEEP ALL VALUABLES ON THEIR PERSON AT ALL TIMES AND NOT TO LEAVE ANY VALUABLES OR OTHER PROPERTY UNATTENDED IN OR AROUND THE PREMISES.

(6) INTERNET SERVICES.

- (a) During the Term, L'Atelier will provide the Licensee with shared access to a high-speed Internet connection ("Internet Service"). A maximum of three devices may be connected to the Internet Service for each authorized person of the Licensee. The Licensee will be solely responsible for the installation, testing and operation of all of the Licensee's equipment and the Licensee's use of the Internet Service.
- (b) The Licensee will use the Internet Service only for accessing the Internet; the Licensee will not use the Internet Service as a server site for ftp, telnet, e-mail hosting, web hosting or other similar Internet services. Licensee will not use Internet Services to download or unlawfully access copyrighted material or visit websites known to host or facilitate access to unlawful file sharing or downloading.
- (c) If L'Atelier detects excessive amounts of bandwidth consumption and/or connections in excess of three connections for each authorized person, as determined in L'Atelier's sole discretion, L'Atelier reserves the right to: (i) block the Licensee's Internet Services, or (ii) charge the Licensee for the excess bandwidth or additional connections used.
- (d) The Licensee's internet usage must comply with all applicable laws and this use may be further limited by the Rules and Regulations and any other conditions or policies that L'Atelier may publish.
- (e) L'Atelier may require that the Licensee agree to separate and supplemental terms as a condition of connecting to or using Internet Services and L'Atelier may, at its sole discretion, terminate or limit access to Internet Service without notice to Licensee.
- (f) THE LICENSEE ACKNOWLEDGES THAT L'ATELIER WILL NOT BE PROVIDING USER ACCESS SECURITY OR VIRUS PROTECTION OF ANY KIND, AND THE LICENSEE AGREES THAT THE LICENSEE WILL HAVE THE SOLE RESPONSIBILITY FOR DETECTING AND PREVENTING ANY NETWORK SECURITY BREACHES AND COMPUTER VIRUSES. L'ATELIER WILL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, LIABILITY, CLAIM, COST OR EXPENSE ARISING FROM ANY EQUIPMENT OF LICENSEE THAT IS CONNECTED TO THE INTERNET SERVICE OR ANY EXTERNAL ATTACKS, SECURITY BREACHES OR COMPUTER VIRUSES MADE ON THE LICENSEE'S COMPUTER(S) OR OTHER DEVICE(S). THE LICENSEE WILL INDEMNIFY, DEFEND AND HOLD L'ATELIER HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, ACTION, COST OR EXPENSE ARISING FROM CONTENT DISSEMINATED OR USE OF THE INTERNET SERVICE BY THE LICENSEE OR ANY AUTHORIZED PERSON OF THE LICENSEE HEREUNDER. L'ATELIER MAKES NO

REPRESENTATIONS OR WARRANTIES REGARDING BANDWIDTH SPEEDS FOR THE INTERNET SERVICE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE INTERNET SERVICE.

(7) LOCKERS.

(a) If the Licensee's holds a membership at L'Atelier, the Licensee may rent, on a first-come, first-served basis and at the cost to be determined by L'Atelier from time to time in its sole discretion, a locker for the purpose of storing the Licensee's personal property.

(b) L'Atelier will, upon the effective date of the locker rental, provide to the Licensee the corresponding key for the rented locker. Upon termination of the locker rental, the Licensee will return the corresponding key to L'Atelier. If the Licensee fails to return the key to L'Atelier within seven Business Days of termination of the locker rental, the Licensee will pay the cost of replacing the key at its sole expense.

(c) If the Licensee is using short term Services, L'Atelier may provide, at the request of the Licensee, a locker for storage of personal items during Business Hours on the day upon which the Licensee uses a Day Pass. L'Atelier will remain in possession of the key and control of L'Atelier Locker at all times, and will return to the Licensee the Licensee's personal items promptly upon request of the Licensee during Business Hours.

(d) ALL PROPERTY LEFT BY THE LICENSEE IN THE POSSESSION OR CONTROL OF L'ATELIER OR IN A L'ATELIER LOCKER IS LEFT AT THE LICENSEE'S SOLE RISK. L'ATELIER DISCLAIMS AND LICENSEE WAIVES ANY AND ALL RIGHTS IN BAILMENT AND COMMON LAW TO THE LICENSEE'S PROPERTY AND ANY DAMAGE OR DESTRUCTION OF THE LICENSEE'S PROPERTY.

(e) WHERE L'ATELIER PROVIDES LICENSEE WITH A SPECIFIC TIME TO REMOVE THE LICENSEE'S PROPERTY FROM A L'ATELIER LOCKER OR FROM THE POSSESSION AND CONTROL OF L'ATELIER, WHETHER BY SPECIFIC INSTRUCTION OR GENERAL NOTICE, AND LICENSEE DOES NOT PICKUP OR REMOVE LICENSEE'S PROPERTY FROM THE LOCKER OR THE POSSESSION AND CONTROL OF L'ATELIER, THE LICENSEE GRANTS L'ATELIER PERMISSION TO DESTROY OR DISPOSE OF THE PROPERTY AT L'ATELIER'S SOLE AND UNFETTERED DISCRETION. LICENSEE WAIVES ANY CLAIMS AGAINST L'ATELIER FOR THE DESTRUCTION OR DISPOSAL OF PROPERTY OR ANY OTHER EXPENSE OR LOSS AND AGREES TO INDEMNIFY L'ATELIER FOR ANY CLAIMS RELATED TO THE DESTRUCTION OR DAMAGE TO PROPERTY BY ANY THIRD PARTY.

(f) L'Atelier reserves the right to access any locker and examine its contents, without giving any notice to the Licensee, if L'Atelier deems it necessary or desirable in its sole discretion.

(8) CONFIDENTIALITY.

L'Atelier and the Licensee acknowledge that, by nature of the Premises at L'Atelier the adherence to strict confidentiality is of utmost importance. L'Atelier and the Licensee agree that any information overheard in the Premises or the Building related to the business of any licensee of L'Atelier or of L'Atelier itself is confidential information ("Confidential Information"). Neither L'Atelier nor the Licensee may disclose any

Confidential Information to any other licensee of L'Atelier or to a third party without the prior written consent of all parties to which the Confidential Information relates, unless such disclosure is in connection with legal proceedings or as required by law or an official authority. Disclosure of Confidential Information to another licensee of L'Atelier or to a third party without such prior written consent may result in the immediate Termination of the Agreement.

(9) MEDIATION; CHOICE OF VENUE; GOVERNING LAW.

In the event a dispute arises under the Agreement that cannot be resolved between the parties, the Licensee agrees to submit the dispute to mediation. If mediation does not resolve the dispute, or either party is unwilling to engage in mediation, the Licensee agrees that the matter will be submitted to arbitration pursuant to the procedure established by the British Columbia Arbitration and Mediation Institute, unless L'Atelier elects not to have the dispute resolved through arbitration. The decision of the arbitrator will be final and binding on the parties. The unsuccessful party as determined by the arbitrator will pay the successful party's reasonable legal fees and costs of the arbitration. Nothing in this Section (9) will prohibit L'Atelier from seeking equitable relief including, without limitation, any action for removal of the Licensee from the Co-working Space after the License has been terminated or revoked. Any mediation, arbitration, action, suit or proceeding arising out of or related to the Agreement will be held in Vancouver, B.C. and each party hereby waives any objection to venue and any defense based on forum non conveniens or similar theories. The Agreement will be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

(10) MISCELLANEOUS.

- (a) The Licensee may not assign the Agreement without L'Atelier's prior written consent, which consent may be withheld in L'Atelier's sole discretion. No assignment will release the Licensee from its liability under the Agreement.
- (b) The Licensee agrees and acknowledges that this Agreement forms part of a license to use the Services and/or the Premises and does not create or constitute a lease or sublease or otherwise grant the Licensee any right of quiet possession or other interest of any form in the Premises.
- (c) Events at L'Atelier. From time to time within the Term, L'Atelier may host special events outside of Business Hours, on the condition that L'Atelier will provide the Licensee with 24 hours' prior written notice of such special events.
- (d) The Agreement and any other written agreements, addenda and schedules between the Licensee and L'Atelier constitute the entire agreement between the parties with regard to the subject matter of the Agreement and supersedes any prior or contemporaneous agreements, documents, writings or understandings between the parties, whether oral or written, that would modify or otherwise amend anything contained herein.
- (e) Any provision contained in the Agreement that is determined to be invalid, illegal, unenforceable or contrary to any applicable law, will be interpreted to reflect the original intent of the parties as closely as possible without being invalid, illegal, unenforceable or contrary to any applicable law. If any provision contained in the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision will be deemed severed from the Agreement, and every other provision of the Agreement will remain unamended and will continue in full force and effect.

(f) The Agreement may not be amended or modified, except in writing signed by both parties.

(g) If more than one party signs the Agreement as Licensee, the obligations of such parties will be joint and several.

(h) The Agreement may be signed electronically and executed in as many counterparts as may be necessary and delivered by means of facsimile or other electronic transmission (including in electronic PDF format) and each of which, when so executed and delivered, will be deemed to be an original and will constitute one and the same Agreement made as of the date first written above.

[IF THIS AGREEMENT WILL INCORPORATED BY REFERENCE OR AS A SCHEDULE TO A SEPARATE AGREEMENT, YOU CAN EXCLUDE THE FOLLOWING]

IN WITNESS WHEREOF the Licensee has executed this agreement as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ and shall be bound by the terms and conditions set out herein.

**LICENSEE:**

\_\_\_\_\_

Print Name:

If Licensee is a company, print company name below.

**Company Name:**

Per:

\_\_\_\_\_

Authorized Signatory

Print Name of Signatory:

[END OF SIGNATURE BLOCK]

## SCHEDULE A: RULES AND REGULATIONS

Persons and businesses subject to Space Sharing and License Agreements are responsible for ensure that their principals, directors, officers, employees, agents, affiliates, associates, contractors and guests comply with the Rules and Regulations. There persons are referred to collectively and individually in these Rules and Regulations as a "Licensee".

The electrical current will be used for ordinary lighting purposes, to run desktop or laptop computers and to charge mobile phones only unless prior written permission to do otherwise has been obtained from L'Atelier, at an agreed charge to the Licensee.

Immediately following the Licensee's use of any workspace or equipment provided by L'Atelier, the Licensee will clean and return the workspace and equipment to its original condition. If the Licensee fails to do so, L'Atelier may charge the Licensee for any expenses required to restore the workspace and or any equipment to its original condition.

Noise levels will be kept low, at a volume conducive to a professional work environment. The Licensee will conduct themselves in a businesslike manner and appropriate attire will be worn at all times. The Licensee will not use, keep or permit to be used or kept any foul or noxious gas or substance in the Licensee's workspace or other areas on the Co-working Space, or permit the Licensee's workspace or other areas in the Co-working Space to be used in a manner that creates a nuisance or disturbs other occupants of the Co-working Space or the Building.

The Licensee will not use any hazardous materials or fine art materials such as paint, clay or any material that could potentially make a mess or could cause breathing issues or allergies.

Canvassing, soliciting and peddling in or around the Co-working Space or the Building are prohibited.

The Licensee will not conduct any activity in or around the Building which, in the sole judgment of L'Atelier or the Landlord, creates excessive traffic or is inappropriate in a professional work environment.

The Licensee will not conduct business in the corridors or any other areas, outside its designated workspace in the Co-working Space. The Licensee will not block or congregate in the common areas and those areas must be kept neat and tidy at all times.

No advertisements, identifying signs, personal items, artwork or notices of any kind will be inscribed, painted or affixed on any part of the corridors, doors, public areas or spaces by the Licensee, unless previously authorized in writing by L'Atelier.

Without L'Atelier 's prior written consent (which may be granted in L'Atelier 's sole discretion), the Licensee will not utilize any "mass market", direct mail or other advertising using L'Atelier 's address or phone number, or take any action that would generate an excessive amount of incoming mail or phone calls.

The Licensee will not use cooking equipment in the Co-working Space other than the equipment provided by L'Atelier.

The Licensee will not use or store or bring into the Co-working Space or into or around the Building any oil, burning fluids, open flames, gasoline, kerosene, explosives or any other inflammable, combustible or hazardous materials, or any dangerous weapons of any kind.

The Licensee will not smoke cigarettes, cigars, pipes, or any other smoking or vaporizing device of any kind within or around the Co-working Space or Building unless in a smoking area designated by the Landlord. L'Atelier and the Landlord have no obligation to provide a designated smoking area.

The Licensee will not bring any animals (except guide dogs), bicycles or vehicles into the Co-working Space or the Building unless they have obtained written approval from L'Atelier.

The Licensee will not use or sell liquor, narcotics or tobacco in any form in, to or around the Co-working Space or the Building.

The Licensee will not use any area in or around the Co-working Space or the Building for lodging, sleeping or any immoral or illegal purposes.

The Licensee will not participate in any type of harassment or other disruptive behavior, whether verbal or physical, in or around the Co-working Space or the Building. L'Atelier and the Landlord reserve the right to exclude or expel from the Co-working Space and the Building any person who, in the sole judgment of L'Atelier or the Landlord, is under the influence of liquor or drugs or who violates any of these Rules and Regulations or the terms and conditions of the Agreement.

L'Atelier and the Landlord have the right to limit the weight and size of, and to designate the locations in the Co-working Space for placement of, all of Licensee's equipment and other property.

The Licensee will not use or permit to be used in Licensee's workspace or elsewhere in or around the Co-working Space or the Building anything that will increase the rate of insurance on the Building or any part thereof.

The toilet rooms, urinals, wash bowls, other bathroom apparatuses and other common areas will not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever will be thrown therein. The expense of any damage resulting from the violation of this rule will be borne exclusively by any Licensee that caused it.

The Licensee will deposit all garbage, compostable materials and recycling in the receptacles provided and which are designated for such purpose(s) and will not leave or accumulate any boxes, packaging material or other trash of any kind in or around Licensee's workspace, the Co-working Space, the Building or any common areas therein. The Licensee will not throw any objects out of doors, windows or skylights or down any of the passageways of the Co-working Space or the Building.

The Licensee acknowledges that food is to be covered at all times when transported throughout the Co-working Space and the Building. The refrigerator(s) located in the designated kitchen area(s) are provided for the convenience of the Licensee and will be used solely for the storage of food and beverage items, which items must be labeled. Any food and beverage item stored in the refrigerator for more than one week may be discarded. L'Atelier reserves the right to refuse to store certain types of foods, beverages or non foods items that may cause strong odors or take up too much space.

L'Atelier reserves the right to amend these Rules and Regulations and to make such other Rules and Regulations that in its judgment may from time to time be needed for the safety of the licensees or for the care and cleanliness of the Co-working Space or the Building. L'Atelier will not be responsible for the failure of any other member or the Licensee or its respective employees, contractors, agents, designees, invitees or affiliates to comply with any of the Rules and Regulations, but will use reasonable efforts to uniformly enforce all Rules and Regulations.

[END OF RULES AND REGULATIONS]