



Terms and Conditions of Membership

Acceptance of Agreement: The Services The Village Hive provides to you, the undersigned Member, including but not limited to building access, use of office space, access to Internet, and the other Services listed below, are subject to the following Membership Agreement (the Agreement). The most recent Agreement will be posted on the Members Page of the Village Hive website. and made available upon request. Members will abide by the Agreement, as well as other terms determined by Village Hive staff, which may be communicated verbally, by email or written notice. The Village Hive reserves the right to add, delete or amend the Agreement at our reasonable discretion without notice to Member. Members continued use (membership) of Village Hive facilities and services following any changes to the Agreement constitutes your acceptance of such new term(s).

1. LIMITED RIGHTS TO USE OF SPACE

- 1.1. I understand that membership does not constitute a lease or sublease but is only a license to use the space at The Village Hive.
- 1.2. I understand that membership may be revoked at the discretion of The Village Hive. If membership is revoked, The Village Hive will return any membership dues for the remaining period of membership, and the member will forfeit all privileges of membership.
- 1.3. All amenities provided by The Village Hive, including but not limited to opening hours, availability of particular working area, use of printer, or availability of the Internet are to be deemed as additional privileges of member and availability and costs are subject to change.
- 1.4. I understand that use of The Village Hive may on occasion be disrupted. This may include but is not limited to: (i) access to events or Services offered on the premises, and (ii) access to specific work areas or in rare circumstances the entire building.
- 1.5. The Village Hive will make a reasonable effort to notify Members in advance of any known Service disruptions or changes to Services provided by The Village Hive.

2. TERMS OF PAYMENT

- 2.1. I understand that I am responsible to pay for the selected Membership type and period, as designated in the Membership Contract.
- 2.2. I understand that memberships must be paid at a minimum in three month installments, with the first installment being made prior to commencement of membership, and each subsequent installment being made by the first day of the month to which the Payment applies. An invoice will be sent out 7 days prior to the payment due date.
- 2.3. I understand that membership privileges may be withheld if Payments are outstanding.
- 2.4. I understand that membership fees are non-refundable, except under exceptional circumstances and at the discretion of The Village Hive. Unused days expire each calendar month; days cannot be carried over to the following month.
- 2.5. I understand that room rental fees are non-refundable. Room rentals may be rescheduled, and the fee transferred to another room rental only, with a minimum of 48 hours notice. Rescheduled dates are subject to availability.



3. RESPECT FOR COMMUNITY INTERESTS

- 3.1. I understand that no member, including myself, has rights to permanent use of any given space except under written agreement with The Village Hive.
- 3.2. I agree not to maintain or store any inventory of goods in common areas of the premises that have not been expressly designed for such purpose.
- 3.3. I understand that I must clean up after myself and my guests.
- 3.4. I understand that I must receive permission from The Village Hive to post signs, host events, or otherwise use the space in ways that may impose on the interests of the membership community.
- 3.5. I understand that all events and workshops are subject to approval. The Village Hive reserves the right to refuse events deemed inappropriate to the space or the community.
- 3.6. I agree not to act in a manner that, in The Village Hive's sole discretion, does or is likely to adversely affect the peaceful operation or enjoyment of The Village Hive, the building in which the space is located, or the building's occupants, guests or contractors.

4. NO ILLEGAL OR OTHERWISE OBJECTIONABLE ACTIVITY

- 4.1. I agree not to engage in any illegal activity in The Village Hive or in or around the building in which The Village Hive is located
- 4.2. I agree not to engage in any online or business activity of any sort that may damage or impair the functioning of The Village Hive or its Services, including but not limited to overburdening or impairing any servers or networks connected to The Village Hive.
- 4.3. I agree not to engage in any online or business activities of a questionable moral character that may damage or otherwise adversely affect the benefits of Membership, The Village Hive's reputation, or the reputation of the Members of The Village Hive, including but not limited to using The Village Hive in connection with spam, identity theft, defaming or harassing others, uploading or downloading profane or indecent material. Such judgements will be made at the sole discretion of The Village Hive.

5. INDEMNIFICATION AND LIMITED LIABILITY

- 5.1. I understand that if someone or something at The Village Hive gets hurt or damaged as a result of my negligence, that I am responsible to pay for that injury or damage, either directly or through my own insurance.
- 5.2. In no event shall The Village Hive, or its agents, employees, members, shareholders or guest be liable for any direct, special, incidental, punitive, consequential or other damages whatsoever, including but not limited to damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty, negligence and any other pecuniary or other loss whatsoever, arising out of or in any way related to the participation in or inability to participate in or use of The Village Hive or its services, the provision of or failure to provide services, or otherwise under or in connection with any provision of this agreement.



The Village Hive
55 Albert Street
Markham, ON L3P 2T4

www.thevillagehive.ca

- 5.3. I AGREE NOT TO HOLD THE VILLAGE HIVE OR ITS EMPLOYEES OR AGENTS RESPONSIBLE FOR the loss, theft, or damage of Members' personal belongings including but not limited to laptop computers, cell phones, tablets, clothing, bags, wallets or books.
- 5.4. The Village Hive will carry proper insurance for property belonging to The Village Hive. As a Member, it is strongly suggested that you carry your own liability and personal property insurance policy to cover your own property and to protect yourself against damage to The Village Hive, or other Members' personal belongings. Additional liability insurance may be required for workshops and events.

6. FINAL PROVISIONS

- 6.1. I understand that The Village Hive reserves the right to update these Terms and Conditions of Membership at any time.
- 6.2. In the event that any provision or portion of these Terms and Conditions of Membership are determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions shall be unaffected and shall remain in full force and effect to the fullest extent permitted by the law.
- 6.3. The rights and obligations not specified herein shall be governed by laws of the Province of Ontario.

By my signature below, or submission of this form, I represent that I have read the above Terms and Conditions of Membership in their entirety, have been given the opportunity to ask questions, and that I understand and agree to abide by the above Terms and Conditions of Membership.

The Village Hive Member

Name: _____ Date: _____

Signature: _____

Associate Members

Name: _____ Date: _____

Signature: _____