

HER PLACE MEMBERSHIP AGREEMENT

Date of agreement: _____

Parties: Her Place Inc. (“Her Place”), 482 Queen Street, Newmarket, ON, L3Y 2H4, and

Legal Name of Member: _____ (“Member”)

Business Name of Member: _____

Address: _____

Phone: _____ Email: _____

Term: _____

Seat Allocation: _____

Fees: _____

Deposit: _____

Membership ID: _____

1. Agreement

1.1 What are we: Her Place is a membership-based business and networking centre, intended for entrepreneurial women. Members have access to the business centre (the “Centre”) and to programs offered to members.

1.2 How we operate:

(a) Shared Facilities: The Member is given the right to share with Her Place and other members, the use of the Centre on these terms and conditions, including our community rules. This is a personal right and cannot be shared with other people or transferred to anyone else without Her Place’s written consent. Her Place has divided the Centre into “Seats”, represented by specific locations in the Centre, similarly to how a hotel designates individual rooms. The Member does not become a tenant of the Centre and have no tenancy interest, no leasehold interest or other real property interest in any part of the Centre. Rather, the whole of the Centre remains under Her Place’s possession and control.

(b) Seats: The Member is provided with the non-exclusive right to use the number of Seats set out above. Her Place designates the Seats to be provided. Her Place reserves the right in its discretion to change the allocation of Seats to different Seats of reasonably equivalent size by notice in writing. If Her Place is unable to provide the number of Seats stated in this agreement by the date when this agreement is due to start, the Member has the right to cancel this agreement without penalty. The Member shall have no other recourse to Her Place for any loss or damages. If the Member does not cancel this agreement, commencement of the term shall be delayed until the required number of Seats become available.

(c) Access: Each member has access to the Centre for the term of membership. To maintain security, we provide each member with her own secure access code.

(d) Community Rules: Her Place sets community rules intended for members' benefit and the benefit of the community as a whole that the Member must abide by. Her Place has the right to unilaterally amend the community rules in its reasonable discretion, and by continuing membership, the Member agrees to abide by the amended rules.

(e) Fees: The Member agrees to pay the stated fee for the services provided by Her Place under this agreement. Fees are due in advance, on the first day of each month of the term, together with applicable taxes. After the first year of the term, Her Place reserves the right to increase Fees by up to the amount of the increase in the inflation rate stated as at the most recent calendar year end as reasonably determined by Her Place. Fees for individual programs or pay-as-you use services will be charged in arrears, in accordance with Her Place's then published rates and shall be due within 15 days of the date of the invoice. An administrative fee of \$100 will be charged for each payment rejected as NSF. An administrative fee of 15% of the unpaid fee may be charged and will be paid for payments that are more than 15 days late. Her Place reserves the right to offer discounts, promotions and special offers and to withdraw those discounts, promotions and special offers at any time.

(f) Deposit: The Member agrees to pay the stated deposit charge for her access code and as a security deposit against cleaning, damage, and outstanding fees and charges. Her Place may draw on the deposit to cover costs of the cleaning, damage, fees and charges during the term, and in such event, the Member agrees to replenish the deposit. Her Place may require the Member to pay an increased deposit if the Member requires additional Seats or services or the Member frequently fails to pay Her Place when due. At the end of the membership term, Centre access is cancelled and the deposit returned, less any costs of cleaning, repairs and outstanding fees and charges.

(g) Renewal: If this agreement is for a term longer than one (1) month, this agreement will automatically extend for successive periods equal to the period of the original term unless terminated by either party in accordance with section 1.2(h). Renewal rates shall be Her Place's then prevailing market rates, with no incentives or free periods.

(h) Cancellation: This agreement can be cancelled by either party by notice in writing delivered at least one month prior to the end of the current term. This agreement may be cancelled by either party at any time for material default which is not cured within ten (10) days after delivery of written notice of default. This agreement may be cancelled by Her Place immediately by giving the Member notice and without further formality if the Member becomes bankrupt or insolvent or undertakes conduct incompatible with continued membership in the Centre (for example, abusive or harassing behaviour, sexual misconduct, theft or fraud, human rights violations, defamatory conduct, illegality conducted from the Centre). If this agreement is cancelled, Member remains liable for obligations outstanding to Her Place to the time of termination and for membership fees to the end of the term for which this agreement would have lasted but for early termination.

(i) Unavailability of Centre: If during the term the Centre ceases to be available to Member, then this agreement will end and the Member's and Her Place's obligations will terminate upon the Centre ceasing to be available unless Her Place has secured and made available suitable alternative premises for the Member at another location which substitutes for the Centre.

(j) On Cancellation: Membership terminates, and the Member must vacate the Centre when this agreement ends. The Member agrees to leave the Member's allocated Seat in the same condition as it was when the Member took it. Her Place may charge for cleaning, and for repairs needed above and beyond normal wear and tear. Any property of the Member left on site may be retained or disposed of by Her Place without responsibility to Member and without accounting to Member.

(k) Overholding: If the Member continues to use the Centre after cancellation, such use is 'as is where is without warranty of any kind' and the Member agrees to be responsible for any loss, claim or liability incurred by Her Place as a result of the Member's failure to vacate on time.

2. Membership Services

2.1 Amenities: Her Place provides the Member with use of the following in 'as is where is' condition: reception area, existing furniture and equipment at the designated Seats and in common areas, the use of existing kitchen and kitchen appliances and accessories, coffee and tea as available, use of washroom facilities, shared Internet connectivity, non-designated parking outside the Centre as available, office cleaning as provided to the Centre generally, snow clearing as provided to the Centre generally, and such other equipment and amenities as Her Place may offer from time to time.

2.2 Member agrees to accept Internet connectivity subject to the service provider's network terms and conditions (for example, Rogers, Bell, Telus, Cogeco) and service level agreements with Her Place. Member agrees she has no recourse against Her Place for network failures or connection failures. Member is responsible for her own data security and network security. Her Place makes no representations or warranties as to security of the network or of any information placed on the network by Member.

2.3 Programs: From time to time, Her Place may offer educational and inspirational or other programming, social networking and other collaborative systems to members, either free or for a then stated charge. The Member shall have the right to sign up for all programs and systems offered, subject to any specific capacity limitations.

3. Supporting the Services

3.1 Her Place's Access: Her Place reserves the right, for itself and its contractors, to enter the location of Member's Seats at any time.

3.2 Servicing: Her Place will strive to give the Member verbal or written notice in advance of any inspections, repairs, upgrades, or non-routine cleaning and maintenance which may impact Member's use of the Centre.

3.3 Data/Communications: The Member consents to Her Place receiving, processing, and retaining personal information of the Member, and to using and disclosing such information as required to administer contractual relations, to provide services, to manage its business, and to comply with its legal requirements. Each party consents to the receipt of electronic commercial messages from the other party during the term of this agreement and for one year after cancellation.

4. Member's Obligations

4.1 Uses: The Centre is intended solely for use as an office and ancillary purposes. The Centre may be used as the business address of the Member. Uses of a retail nature or other services involving frequent visits by members of the public are not permitted. The Member may not carry on a business that competes with Her Place's business of providing serviced facilities and ancillary services. The Member may not conduct business within the Centre under a name other than the business name(s) provided to Her Place. No signage may be erected on or in the premises by Member that is visible to third parties. All uses of the Centre by the Member must be in compliance with all applicable laws and regulations. If Her Place has been advised by any government authority or other legislative body that it has reasonable suspicion that the Member is conducting criminal activities from the Centre then Her Place shall be entitled to terminate this agreement with immediate effect.

4.2 Conduct: The Member is required to conduct herself with decorum, acting professionally and with due care and attention for the rights of Her Place or other Members occupying the Centre, respecting the human rights and privacy of Her Place and other Members. The Member must not interfere with other persons' use of the Centre, must not create any nuisance or annoyance, must not conduct illegal or immoral activities, or conduct activities that cause loss or damage to Her Place or any other Member (including damage to reputation) or to increase the insurance premiums Her Place must pay.

4.3 Take Good Care: The Member must take good care of all furniture, equipment, and amenities which she uses. No alterations to any of the Centre, or of any furniture or equipment is permitted. No cabling or wires may be installed without Her Place's express consent which may be refused at any time. Her Place reserves the right to oversee all installations and to charge a reasonable fee for its services.

4.4 Liability: The Member is liable for any loss or damage caused by the Member, her employees or contractors, or by any other person brought onto the premises of the Centre with the Member's permission or invitation, express or implied.

4.5 Insurance: It is the Member's responsibility to arrange insurance for its own property which it brings in to the Centre and for its own liability to its employees and to third parties.

4.6 Anti-Raiding: While this agreement is in force and for a period of six months after it ends, neither Her Place nor the Member may knowingly solicit or offer employment to any of the other's staff employed in the Centre. This obligation applies to any employee employed at the Centre up to that employee's termination of employment, and for three months thereafter. It is stipulated that the breaching party shall pay the non-breaching party the equivalent of six months' salary for any employee concerned. Nothing in this clause shall prevent either party from employing an individual who responds in good faith and independently to an advertisement which is made to the public at large.

4.7 Effect: The Member acknowledges that (a) the terms of this section 4 are a material inducement to Her Place entering into this agreement and (b) any violation by the Member of this section 4 shall constitute a material default by the Member hereunder, entitling Her Place to terminate this agreement as provided herein.

5. Limitations of Her Place's Liability

5.1. Her Place's liability: To the maximum extent permitted by applicable law, Her Place is not liable to the Member in respect of any loss or damage the Member suffers in connection with this agreement, or the services provided to the Member unless Her Place has acted deliberately or negligently in causing that loss or damage. Her Place is not liable for any loss as a result of the Provider's failure to provide a service as a result of mechanical breakdown, strike, termination of Her Place's interest in the building containing the Centre, or otherwise, unless Her Place does so deliberately or is negligent. In no event shall Her Place be liable for any loss or damage until the Member provides Her Place written notice and gives Her Place a reasonable time to put it right. If the Provider is liable for failing to provide the Member with any service under this agreement then subject to the exclusions and limits set out immediately below Her Place will pay any actual and reasonable expenses the Member has incurred in obtaining that service from an alternative source. If the Member believes Her Place has failed to deliver a service consistent with these terms and conditions the Member shall provide Her Place written notice of such failure and give Her Place a reasonable period to put it right.

5.2. EXCLUSION: HER PLACE WILL NOT IN ANY CIRCUMSTANCES HAVE ANY LIABILITY FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO DATA, THIRD PARTY CLAIMS OR ANY CONSEQUENTIAL LOSS UNLESS HER PLACE OTHERWISE AGREES IN WRITING. HER PLACE STRONGLY ADVISES THE MEMBER TO INSURE AGAINST ALL SUCH POTENTIAL LOSS, DAMAGE, EXPENSE OR LIABILITY.

5.3. Caps: Her Place's maximum liability to the Member, including costs, is subject to the following limits: (a) for personal injury or death – 100% of Her Place's then insurance coverage for such loss; (b) in any other case - 100% of the total fees paid to Her Place by the Member to the date the claim arises to a maximum of \$10,000.

6. General

6.1 This agreement is governed by the laws of the Province of Ontario and the applicable federal laws of Canada.

6.2 No provision of this agreement is intended to nor creates a joint venture or partnership or any other similar relationship between the parties.

6.3 No condoning or waiver of any default or breach by the other party at any time or times in respect of any of the terms, covenants and conditions contained in this agreement to be performed or observed by the other shall be deemed to operate as a waiver of a party's rights under this agreement in respect of any continuing or subsequent default or breach nor so as to defeat or affect in any way the rights or remedies of either party under this agreement, as the case may be, in respect of any such continuing or subsequent default or breach. Unless expressly waived in writing, the failure of a party to insist in any case upon the strict performance of any of the terms, covenants or conditions contained in this lease to be performed or observed by the other shall not be deemed to operate as a waiver of the future strict performance or observance of such terms, covenants and conditions.

6.4 The parties hereto agree to execute and deliver all such further documents and to do all such further acts as may be necessary or appropriate to give effect to the agreements contained herein.

6.5 This agreement may be executed in one or more counterparts, each counterpart read together as one agreement. This agreement may be executed and delivered electronically.

6.6 Notices must be in writing, which may be by email, to the address of the party listed above.

Agreed as of the date first above written by the signatures of persons with authority to bind the respective parties.

Her Place Inc.

By: _____

Member Name: _____

Member Signature: _____