

APPENDIX: ARTSCAPE FLEX STUDIOS ADDITIONAL TERMS & CONDITIONS

Thank you for your interest in the Artscape Flex Studios. These terms of service (the “**Terms**”) govern your access to and use of Flex Studios so please read them carefully before using the Flex Studios (the “**Services**”).

By using the Services you agree to be bound by these Terms. If you are using the Services on behalf of an organization, you are agreeing to these Terms for that organization and promising that you have the authority to bind that organization to these terms. In that case, “you” and “your” will refer to that organization.

You may use the Services only in compliance with these Terms. You may use the Services only if you have the power to form a contract with Toronto Artscape Inc., and are not barred under any applicable laws from doing so. The Services may continue to change over time as we refine and add more features. We may stop, suspend, or modify the Services at any time without prior notice to you. We may also remove any content from our Services at our discretion.

DEFINITIONS

“**Artscape**” refers to Toronto Artscape Inc.

“**Artscape Staff**” refers to any Artscape staff person.

“**AYP**” is an acronym of Artscape Youngplace, 180 Shaw Street, Toronto, as operated by Toronto Artscape Inc.

“**Booking(s)**” refers to the act of scheduling, paying for and securing a Flex Studio or Locker by a Client who has agreed to the Flex Studio Usage Terms and Conditions.

“**Client**” refers to an individual or organization that has made a Flex Studio Booking.

“**Common Elements**” refers to all public or shared spaces, equipment, furniture and amenities throughout the Artscape Youngplace building and its surrounding property.

“**Flex Studios**” refers to the private studios available for short term bookings at Studios 106, 107, 108 and 109 at Artscape Youngplace.

“**Guest(s)**” refers to any visitors in a Flex Studio at the invitation of the Client who has made a booking. Clients are responsible for the actions of their Guests and are responsible for communicating the Flex Studio Usage Terms and Conditions.

FLEX STUDIO USAGE TERMS AND CONDITIONS

As a Client of the Flex Studios, I hereby Agree to the following Terms and Conditions:

1. FLEX STUDIO PERMITTED ACTIVITIES

- a. The Client must be present at all times of the booking. Guests are subject to the Flex Studio Usage Terms and Conditions. The Client will be held responsible for any actions of their guests that are in breach of the Terms and Conditions.
- b. Clients and their guests shall not create nor permit the creation or continuation of any noise or nuisance or objectionable odour which, in the opinion of Artscape Staff, may or does disturb the comfort or quiet enjoyment of the Flex Studios or Common Elements by other Clients or their respective guests/visitors. Client complaints should be directed to Artscape Staff in writing or in person. If Artscape Staff determines that any noise or odour being transmitted to another Flex Studio is an annoyance or a nuisance or disruptive, then the Client shall immediately take such steps as shall

- be necessary to abate such noise or odour to the satisfaction of Artscape Staff. If the Client fails to abate the noise or odour immediately, he/she faces consequences that may include a termination of his/her current booking agreement.
- c. Toxic substances are defined as substances producing noxious odors and that may be hazardous to humans. These are prohibited in Flex Studios. All liquids or solids must be appropriately disposed of as per the instructions which are clearly posted at the work sink area.
 - d. The toilets, sinks and other parts of the plumbing system in all of Artscape Youngplace shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, substances associated with any arts practice or other substances shall be thrown therein.
 - e. Studio doors must remain closed at all times unless they are being actively monitored by the Client. Windows may be temporarily open but they must be closed at the time of departure.
 - f. Window blinds must be drawn between the hours of 7pm and 7am.
 - g. No immoral, improper, offensive or unlawful use shall be made of any Flex Studio. All municipal and other zoning ordinances, laws, rules and regulations of all government regulatory agencies shall be strictly observed.
 - h. Drugs and illicit substances and their use are prohibited. If a Client is under the influence of Drugs or illicit substances they can be asked to leave the premises.
 - i. Artscape commits itself to ensuring that there is no infestation of pests, insects, vermin or rodents in the Flex Studios and Common Elements at all times. Each Client shall immediately report to Artscape Staff all incidents of pests, insects, vermin or rodents if witnessed. All Clients shall fully co-operate with Artscape Staff and AYP Staff to provide access to Flex Studios for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the building.
 - j. The Flex Studios shall not be used for any residential purposes.
 - k. Artscape properties are smoke-free environments. There is no smoking within 9 m of the building entrances.
 - l. No open flames are permitted and candles must be battery powered. Propane, butane and all other compressed gases must be pre-approved by Artscape Staff.
 - m. Please note that birdseed, bubbles, rose petals, rice or glitter may not be thrown in or around any Artscape building.

2. CONDITIONS OF THE SPACE

- a. Flex Studios are cleaned every 48 hours and may have light wear from previous Clients. Clients can request a pre-booking clean of floors, equipment and kitchenettes for an additional charge.
- b. All Clients are expected to return the Flex Studios to their original condition as determined by Artscape Staff at the time of the initial booking occupancy. If Artscape Staff identifies a Flex Studio has not been properly restored a cleaning charge will be incurred by the Client.
- c. All Flex Studios and their equipment are closely monitored on a regular basis by Artscape Staff. If Artscape Staff identifies any damage to a Flex Studio that is beyond general wear and tear the Client that is responsible for the booking at the time of the incurred damage will be charged for repairs. This includes damage caused by the booking Client and their Guests.
- d. All Items being attached to the walls and ceilings must be pre-approved by Artscape Staff. Ladders are available to borrow from Artscape, at the risk of the Client. Clients cannot use a ladder unless they have signed a Ladder Waiver/Terms and Conditions Form upon pick up of the Ladder.
- e. Each studio has 6 folding tables and 30 folding chairs. If Clients require more than 6 folding tables or more than 30 chairs, we recommend renting additional tables and chairs. Any rentals of tables, chairs, linens, glassware, and other event supplies must be rented from Chairman Mills, Exclusive Supplier. Tel: 416-391-0400 and email: rentals@chairmanmills.com
- f. The Gold (107) and Silver (106) Flex Studios are each equipped with two powered speakers and a mixer with an AUX input. The Platinum (109) and Creative (108) Studios do not come with built-in sounds system but you may rent a sound system from Artscape if required.
- g. Each studio has wall operated overhead lighting and temperature control. Instructions can be provided.

- h. Any physical damage to the Common Elements caused by a Client, or by his/her Guests, shall be repaired by arrangement and under the direction of Artscape Staff at the cost and expense of such Client.
3. STORAGE
- a. Artscape will not accept any goods unless prior arrangements have been made with the appropriate Artscape staff.
 - b. In the receipt, handling, care or custody of any property delivered to Artscape for or by a Client, Artscape staff shall act solely for the accommodation of said Client. Neither Artscape nor its staff shall be liable for any loss, damage or injury to such property.
4. KEYS
- a. For each booking, a Client must confirm a time to pick up his/her keycard from the Program Manager during office hours prior to the Flex Studio occupancy.
 - b. For all bookings, a \$20.00 key deposit is required upon keycard pickup. At the time of the booking's termination, the Client must return the keycard to the Artscape office during office hours. If the keycard is not returned within three days (72hrs) of the booking's termination the \$20.00 deposit will not be refunded to the Client.
 - c. If a Client has another booking that soon follows a previous booking's termination, Artscape Staff will allow a Client to keep his/her deactivated keycard. At the time of the new booking's commencement, the keycard will be re-activated for access to the new booking.
 - d. No duplication of keys/keycards shall be permitted.
 - e. Keycards will be deactivated at the end of all booking agreements.
 - f. In the event that a Client loses an active keycard they must report this loss to Artscape Staff immediately and forfeit the damage deposit.
5. LOCKERS
- a. Locker bookings are available on a weekly basis in conjunction with Flex Studio bookings by Clients. All Locker bookings can be booked either through email or in person at the onsite Artscape office.
 - b. Clients pick up locker coeds at the same time as their Flex Studio keycards or at an otherwise scheduled pick-up time scheduled with the Program Manager.
 - c. Lockers are expected to be maintained in good condition with an expectation of general wear and tear. If any damage beyond general wear and tear is incurred during a booking, the responsible Client will be charged for the repair of these damages.
 - d. If a locker padlock is lost the Client must report it to Artscape Staff.
 - e. If something appears to be rotting, decaying or otherwise producing foul odors, and appears to be coming from a booked locker, Artscape reserves the right to remove said object from a locker. Clients will be contacted 12 hours before said removal but if there is no response, Artscape will remove said items with a witness observing said removal.
 - f. All items stored in lockers must be removed at the termination of the booking. Items left in lockers beyond the termination of a booking will be disposed of if not claimed within seven (7) days of termination.
6. MUSIC TARIFF
- a. Clients are responsible for paying all applicable Music Tariffs. The Music Tariff includes both SOCAN and Re:Sound fees which are applied for all events that include live or recorded music at all Artscape venues.

SOCAN (the Society of Composers, Authors and Music Publishers of Canada) is a Canadian not-for-profit organization that focuses on providing Canadian and international music creators and publishers their performance rights. For more information about SOCAN www.socan.ca.

Re:Sound is a Canadian not-for-profit music licensing company dedicated to obtaining fair compensation for artists and record companies for their performance rights. Re:Sound is legally authorized to collect and distribute royalties for artists and record companies worldwide as payment for the public use of their music in Canada. For more information about the Re:Sound fee please visit www.resound.ca.

7. EVENTS

- a. All events must end by 11pm as Artscape Youngplace is located in a residential neighbourhood and we abide by a Good Neighbour Policy that is non-negotiable. This means that all guests have departed by this time and event cleaning begins at 11pm. It is also not permitted to load in or out substantial equipment after 11 pm or before 7 am. If you have a substantial load in or out you must rent the studio for the period the following morning that you will require to complete your load out.
- b. If the event takes place in the public areas of Artscape Youngplace or you expect more than 100 guests, you must have an Event Supervisor at your event at an additional charge.
- c. All food and beverage is subject to a 20% landmark fee for orders above \$150. The landmark fee is reduced to 15% for Artscape preferred caterers - please visit www.artscapereventservices.ca to view our list of preferred caterers. This landmark fee is reduced to 10% if catering is provided by the Youngplace Coffee Pub www.coffeepubs.ca.
- d. All events serving food/beverage will be subject to a cleaning fee. All food and beverage must be cleared and disposed of within an hour of the reception's completion, otherwise an additional food disposal charge will be added, at Artscape's discretion.
- e. Building Hours are 8 am - 9pm. If a Client requires guests to have access in and out of the building after 9pm, Clients may request that the doors remain unlocked until 10:30pm. This request must be made in writing 48 hours in advance.

8. BEVERAGE SERVICES – ALCOHOL

- a. Alcohol is not permitted unless a specific Special Occasion Permit has been obtained and a copy has been submitted to Artscape Staff 10 days in advance of the booking.
- b. All conditions of the Special Occasion Permit must be observed.
- c. All alcohol must be served by a bartender with SmartServe certification.

9. SAFETY & SECURITY

- a. Any incidents of theft, damage or vandalism shall be reported to the Artscape Staff. If any such incident is caused by a Client legal action shall be taken, and if the incident is caused by a guest of the Client, the Client shall be responsible. Clients acknowledge that Artscape is firmly committed to a lawful and crime-free policy for all of its properties and tenancies. The commission of any criminal act or the use and/or distribution of any illegal substances by a Client, or any employee, servant, agent, contractor, guest or customer of the Client is strictly prohibited anywhere on or about the property and will result in legal action.
- a. Clients are to immediately report any suspicious person(s) seen on the property to Artscape Staff.
- b. Under no circumstances shall building access or Common Element keys be shared or made available to anyone other than the Client who has made the Flex Studio booking.
- c. No Client shall place or cause to be placed on the access doors to any unit, additional or alternate locks.
- d. Hazardous or offensive goods, provisions or materials in quantities appropriate to a Client's arts practice, must be properly stored and disposed of and shall not be kept in any of the Common Elements.
- e. No propane or natural gas tank shall be kept in the Flex Studios or Common Elements.
- f. Clients shall not overload existing electrical circuits.
- g. Water shall not be left running unless in actual use.
- h. Nothing shall be thrown out of the windows or the doors of the Flex Studios.

- i. Clients may not do anything which may be a fire, health or safety risk. Clients may not disconnect or tamper with any safety, security or smoke detection equipment, including the fire alarm system.
- j. No Client shall do, or permit anything to be done in a Flex Studio or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any buildings, or on property kept therein, or obstruct or interfere with the rights of other Clients, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any Client or conflict with any of the Rules and ordinances of the Board of Health or with any statute or municipal by-law.
- k. Smoking is prohibited in the building and anywhere on the Artscape Youngplace property.

10. ELEVATORS & DELIVERIES

- a. Supplies and equipment shall be moved into or out of the building only by the elevator designated for such purpose by Artscape Staff. The elevator shall be used for the delivery of any goods, services or equipment where the pads to protect the elevators should be installed as determined by Artscape Staff in his/her sole discretion.
- b. Except with prior written authorization of Artscape Staff, moving and deliveries shall be permitted only between the hours of 8:00 a.m. and 6:00 p.m. Monday to Saturday inclusive and shall not take place on public holidays.
- c. It shall be the responsibility of the Client to provide a date and time to Artscape Staff of the elevator's use. The Client reserving the service elevator shall be liable for the full cost of repairs to any damage to the service elevators and any part of the Common Elements caused by the moving of furniture or equipment into or out of the Flex Studios or the delivery of goods, services and equipment into or out of the Flex Studios.
- d. During the term of the service elevator reservation and while any exterior doors are open, the Client reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building.
- e. Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation.
- f. Upon moving from the Flex Studio, the Client vacating the premises shall surrender all Common Element keys and Flex Studio keycards and any elevator access devices in his/her possession to Artscape Staff within 72 hours.

11. COMMON ELEMENTS

- a. No one shall harm, mutilate, destroy, alter or litter the Common Elements or any of the landscaping work on the property.
- b. Outside of any areas designated for the posting of notices as determined by Artscape Staff, no sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or Common Elements, whatsoever.
- c. No awning, foil paper or shades shall be erected over, on or outside of the windows without the prior written consent of Artscape Staff.
- d. No equipment shall be added or removed from the Common Elements by, or on behalf of, any Client.
- e. No outside painting shall be done to the interior or exterior of Flex Studios, railings, doors, windows, or any other part of the Common Elements.
- f. Artwork may be hung/affixed only on designated walls in Flex Studios.
- g. The passageways and walkways which are part of the Common Elements shall not be obstructed by any Client or used by them for any purpose other than for ingress and egress to and from a Flex Studio or some other part of the Common Elements.
- h. Pets must be leashed and secured at all times inside Artscape Youngplace. Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner, so that the outdoor Common Elements are neat and clean at all times. Pet owners are to ensure no pet defecates in any of the indoor Common Elements or in the Flex Studios at any time. Should a pet owner fail to clean up after his/her pet as aforesaid, the pet shall be deemed to be a nuisance, and the owner of said pet shall remove such pet from the property.

12. GARBAGE DISPOSAL

- a. Small amounts of garbage and recycling produced as the result of studio use may be placed in the labeled bins within each Flex Studio. If substantial garbage or be produced it must be placed in the outdoor garbage bins.
- b. Loose garbage is not to be deposited in the outdoor garbage bins. All garbage must first be properly bound, packaged or bagged to prevent mess, odours and vermin.
- c. Building materials, furniture and large objects must not be deposited in the outdoor garbage bins, and is to be removed from the premises by the Client. Such items shall not be left outside the Flex Studios or on any Common Elements.
- d. No garbage is to be left on the ground beside the outdoor garbage bins.
- e. No burning cigarettes, cigars, ashes or other potential fire hazards shall be put in the garbage bins.
- f. All Clients must use the recycling facilities as provided in the AYP building and follow the policies as established.
- g. All toxic and hazardous materials will be disposed of by the Client according to the regulations of the City of Toronto.

13. PARKING

- a. For the purpose of these Terms and Conditions, "motor vehicle" means a private passenger automobile, station wagon, compact van, or motorcycle as customarily understood. No motor vehicle parked upon any Common Elements shall exceed a height of 1.85 metres.
- b. No vehicles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the Common Elements except as designated by Artscape Staff. Without limiting the generality of the foregoing, no parking areas shall be used for storage purposes. Delivery vehicles shall enter upon and utilize the driveway/turning circle at the north end of the building only between 8 a.m. and 6 p.m. and shall not be parked there beyond the time required for the delivery.
- c. Parking is prohibited in the following areas:
 - i. fire zones;
 - ii. traffic lanes;
 - iii. delivery and garbage areas; and
 - iv. roadways.
- d. No servicing or repairs shall be made to any motor vehicle or equipment of any kind on the Common Elements without the express written consent of Artscape Staff. No motor vehicle shall be driven on any part of the Common Elements other than on a driveway or parking space.
- e. No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Common Elements, nor in any space but which provision shall not apply for the purposes of loading and unloading supplies of the Clients provided that the length of time where such parking is limited shall be no longer than is reasonably necessary to perform the service.
- f. All motor vehicles loading and unloading supplies which are operated by Clients must be registered with Artscape Staff. Each Client shall provide to Artscape Staff the licence numbers of all motor vehicles driven by occupants of booked Flex Desks or Studios.
- g. No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of posted speed.
- h. No person shall park or use a motor vehicle in contravention of these Rules, otherwise such person shall be liable to be fined or to have his/her motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whosoever caused to such motor vehicle or to the Client thereof.
- i. Bicycles must be stored in the outside bicycle racks. Bicycles may not be left obstructing any of the corridors, walkways, the elevator foyer or any other common areas, and are not permitted in the Flex Studios.

14. ASSUMPTION OF RISK, WAIVER OF CLAIMS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

By Agreeing to the Flex Studio Terms and Conditions, you are giving up certain legal rights, including the right to sue. By making a booking in the Flex Studios, you are agreeing to the following statements. Please read carefully:

i. Assumption of Risk

As a Client of the Flex Studios, I, the Client, acknowledge and understand that as a Client of the Flex Studios at Artscape Youngplace, I will participate in various art, culture and community activities (" Artistic Activities"), that may involve tools and equipment either available in the Flex Studios and/or provided by the Client, and/or physical activities.

I acknowledge and understand that as a Client of the Flex Studios I will be subject to the risk of injury or death, or loss or damage to my personal property.

Nevertheless, I am voluntarily choosing to use the Flex Studios and I expressly and voluntarily assume all risk of injury or death, or loss or damage to personal property, inherent or otherwise, whether or not such injury or death, or loss or damage to my personal property, is caused by the negligence or gross negligence of the Artscape Releasees (as defined below).

By Agreeing to these Terms and Conditions I expressly assume such risks and, to the fullest extent allowable by law, it is my intent that by assuming such risks I am relieving the Artscape Releasees (as defined below) from any duty to protect me from such risks and/or any and all liability relating to such risks.

ii. Waiver of Claims, Release of Liability and Indemnity

In consideration for the privilege of using the Flex Studios at Artscape Youngplace and other good and valuable consideration, I hereby agree as follows:

1. I, for myself, my heirs, executors, administrators and assigns, waive any and all claims to which I may become entitled and release, remise, forever discharge and save harmless, without limitation or qualification, Toronto Artscape Inc. and their respective agents, predecessors, successors, assigns, and related entities, and all of the respective past, present and future employees, officers, directors, trustees and volunteers of each of the foregoing (the "Artscape Releasees") of and from any and all manner of claims, actions, causes of action, proceedings, damages, injuries, losses, monies, awards, judgments, costs (legal or otherwise), interest, or any other liability howsoever arising, whether in law or equity, with respect to any matter in respect of, relating to or in any way connected with my using the Flex Studios at Artscape Youngplace, notwithstanding that any such matter may have arisen by reason of the negligence or gross negligence of the Artscape Releasees or any of them (the "Released Claims").
2. I agree further to indemnify (that is, to recompense, reimburse, and repay), save and hold harmless the Artscape Releasees or any of them for the full amount of any claims, actions, causes of action, proceedings, damages, injuries, losses, monies, awards, judgments, costs (legal or otherwise), interest, or any other liability howsoever arising ("Claim") which the Artscape Releasees or any of them may incur, suffer or be required to pay (including, without limitation, all legal and other professional fees as well as all out-of-pocket expenses for attending discoveries, trials, hearings and meetings) in connection with any Claim made by me or on my behalf or by a Client of my family, including my spouse, children, grandchildren, parents, grandparents, brothers and sisters, with respect to any matter in respect of, relating to or in any way connected with my use of the Flex Studios notwithstanding that any such Claim may have

arisen by reason of the negligence or gross negligence of the Artscape Releasees or any of them (the "Released Claims").

3. I further agree not to make any Claim against any other person or corporation who might claim contribution or indemnity in common law, equity, or under the provisions of any statute or regulation, including the *Negligence Act*, from the Artscape Releasees in connection with the Released Claims.

iii. General

1. I am not relying on Artscape to carry or maintain any health, medical, disability, or any other insurance coverage for me.
2. If I become ill or injured while at the Flex Studios, Artscape has my permission to provide first aid treatment and/or to seek emergency medical or rescue services as it deems necessary or desirable, at my cost, and to provide information about my medical condition to third party caregivers.
3. Artscape has my permission to use photographs, video footage, and other audio and visual recordings taken of me while using the Flex Studios for any purpose, including for promotional, fundraising, and information sharing purposes.
4. I acknowledge and understand that, as a Client of the Flex Studios, I may be required to provide certain personal information to Artscape. I acknowledge and understand that Artscape requests such personal information, including but not limited to my name, address, phone number(s), email address(es). Artscape will not share this information with any other organization. I consent to Artscape's collection and use my personal information for the purposes described above.
5. I acknowledge and understand that this agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
6. I attorn to the jurisdiction of the Ontario Superior Court of Justice for the purpose of any dispute with Artscape (that is, among other things, I agree that any Claim made by me or on my behalf will be made in and only in the Ontario Superior Court of Justice).
7. I acknowledge and understand that if any clause of this agreement is held to be void or unenforceable by a court of law, the clause held to be void or unenforceable will be deemed severable from the other clauses in this agreement, and such severance will not affect the validity or enforceability of the other clauses in this agreement, which will remain valid and enforceable.

I have carefully read in its entirety the Flex Studios Usage Terms and Conditions and I fully understand the terms and conditions. I am agreeing to this agreement freely, voluntarily, and without duress. I further acknowledge and understand that by agreeing this agreement I am giving up certain legal rights, including the right to sue. I have had the opportunity to seek independent legal advice with respect to this agreement.

By signing the Artscape Venue Rental Contract for the Flex Studios, the Client hereby AGREES to the above Terms and Conditions.