

Terms of Service

Welcome to You + Me Studio!

The legal terms of our Terms of Service for You + Me Studio are listed in this document. A more simply put summary of the legal terms has been provided for your reference only and is not legally binding.

Introduction

Thank you for your interest in booking the use of our studio ("**Studio Space**") and our website ("**Website**"). The following are the Terms of Service ("**Terms**") for using our Studio Space and Website. Please read these Terms carefully.

Simply Put

This is the list of our Terms you must agree to in order to use the Studio Space or our Website.

Who We Are

The entity providing Studio Space is You + Me Shared Studio Inc. operating as You + Me Studio, a company operating under the laws of British Columbia (referred to as "**You + Me Studio**", "**we**", "**us**", or "**our**") located at #1-668 Beach Road, Qualicum Beach, BC, V9K 2R1.

Simply Put

Our legal name and address.

The Applicable Terms

Your use of our Website and Studio Space is subject to this Agreement and our **Privacy Policy** ("**Privacy Policy**"), www.youplustmestudio.ca/legal, both of which may be updated from time to time (together, "**Agreement**"). Please read this Agreement carefully and make sure you understand it. If you do not understand the Agreement, or do not accept any part of it, then you may not use the Website or Studio Space and must immediately cease accessing the Website.

Simply Put

Our Privacy Policy and Terms of Service together create the Agreement. To use our Studio Space or Website you need to read, understand, and accept the Agreement.

All You + Me Studio policies can be found at: www.youplustmestudio.ca/legal

Updates

You + Me Studio reserves the right in its sole discretion to, change, modify, add, or remove portions of this Agreement at any time. You should periodically review the Website to access the most recent version of this Agreement. If after the publication of the changes you continue using the Studio Space or our Website such use implies your acceptance of our changes.

Simply Put

We may need to change our Terms. Our website will be updated with the most current copy. If you continue to use our Studio Space or our Website it means you are okay with the changes.

Your Information

Our Privacy Policy, which can be found at www.youplustmestudio.ca, explains how we treat your personal data and protect your privacy when you access our Website or book our Studio Space. You acknowledge that you have read our Privacy Policy as it may be updated from time to time. You consent to the collection, use and disclosure of your personal information (whether previously collected or to be collected) for the purposes identified in this Agreement or in our Privacy Policy.

Who May Book Our Studio Space?

Our Discretion

We may, in our sole discretion, limit access or use of the Studio Space.

Age Requirement

You must be at least 19 years old to use the Studio Space and our Website. Any registration, access to or use of Website by anyone under such age is unauthorized, unlicensed, and in violation of this Agreement. We have no obligation to confirm that you meet the eligibility requirements outlined above.

We may allow those under the age of 19 years to use our Studio Space under the express supervision of their parent(s) or guardian(s).

Your Use of the Studio Space

Rules and Regulations

By booking our Studio Space you agree to abide by the Rules + Regulations (“Rules”), www.youplustmestudio.ca/legal, for the use of the Studio Space. You also agree to ensure your patrons and visitors also abide by the Rules.

Simply Put

We respect your privacy. Only the personal information necessary to book the Studio Space and operate our business is collected. You can read more about it in our Privacy Policy at: www.youplustmestudio.ca.

Simply Put

We have the right to decide if and when our Studio Space can be booked.

Simply Put

You must be 19 years or older to book the Studio Space or use our Website.

Simply Put

There are some Rules that you and your patrons need to follow to use the Studio Space. They can be found at: www.youplustmestudio.ca/legal

Booking the Studio Space

Your use of the Studio Space will require that you complete the Booking Request Form (“**Form**”). Upon receipt of your Form, we will contact you to finalize your booking request and provide you with an invoice. Your booking of the Studio Space is not confirmed until full payment for your booking invoice has been received. A reservation confirmation email will be provided.

- + Our Studio Space can be booked by the hour or by the full day.
- + Rates applicable for hourly and full day bookings
- + Full day bookings are based on 8 hours.
- + Minimum booking of the Studio Space is one hour.
- + Our Studio Space can be booked from 8:00 am to 8:00 pm Monday to Sunday.
- + Your Studio Space booking must allow for your load in and out and tidying time.
- + Dependent on your Studio Space usage a full day booking will be charged.
- + Additional set up and cleaning fees may apply dependent on your Studio Space usage.

Maximum capacity of the Studio Space is dependent on studio usage and will be noted at time of booking.

Services Available to You

Use of our Studio Space includes the following:

- + Wi-Fi connection use subject to our Wi-Fi Policy www.youplustmestudio.ca/legal
- + Set up and use of the following equipment:
 - o 7 tables and 30 chairs
 - o Magnetic whiteboard on wheels
 - o Bluetooth speaker
- + Integrated sales desk
- + Kitchenette with coffee and tea, a small fridge and sink
- + Set up and use of a gallery hanging system

Set Up and Cleaning

Prior to your use of the Studio Space, we will set up the Studio Space in accordance with your specified needs. Any additional set up or load in and out time you require for your event must be considered when scheduling your booking.

We will provide general cleaning services at the end of your event; however, you must tidy the Studio Space and leave the Studio Space as you found it.

Simply Put

To book the studio you fill out a form on the Website. We then work with you directly to finalize your request and provide you an invoice. Your booking is not confirmed until you have paid your invoice in full.

The Studio Space can be booked by the hour or for the full day.

Some event types require a full day booking and may incur additional cleaning or set up fees.

We will work out all these details with you at the time of your booking request.

Simply Put

Included in your Studio Space booking is access to various services and equipment.

Use of our Wi-Fi is subject to our Wi-Fi Policy, which can be found at: www.youplustmestudio.ca/legal

Simply Put

Studio Space will be set up before you arrive based on your needs. You need to allow for your own organizing and tidying up time when booking the Studio Space.

We will clean the Studio Space but ask that you leave it in the condition you found it in.

Pricing

All prices are listed in Canadian dollars and do not include applicable sales taxes. Taxes will be included on our invoice.

Forms of Payment

We accept forms of payment through our Third-Party payment provider Square, such as credit cards and debit cards. Please be aware that your use of any of these payment methods will also be subject to any applicable terms and conditions and policies of the applicable Third-Party payment provider Square.

We accept credit card payments online and debit or credit card payments in studio.

We reserve the right to request additional information from you to verify your payment. We may also add or remove acceptable forms of payment at our sole discretion and without notice to you.

Confirmation

Upon completion and confirmation by us of your booking and successful payment, a legally binding contract will be created between us and you in accordance with these Terms, and we will send you a receipt ("**Confirmation Email**") to the email address that you have provided us. We reserve the right to deny bookings without any explanation to you at any time, in which case you will not receive a Confirmation Email and if your payment information has been provided it will not be processed.

Chargebacks

If you falsely, fraudulently, or otherwise dishonestly dispute the payment for the Studio Space you have booked from us to the extent a chargeback is fully or partially issued against us, you agree to indemnify us for the full amount of payment of the chargeback, plus any associated fees, fines, expenses, or penalties (including those assessed by our payment processor or the financial institutions handling the transaction).

Simply Put

All bookings are in Canadian funds, and they incur 5% GST.

Simply Put

We accept Credit card payments online and Debit or Credit card payments in person. We use a Third-Party provider to process your payment and they have their own terms and conditions and policies you need to be aware of.

Simply Put

Once your payment has been processed and your booking has been reserved a Confirmation Email will be sent. A binding contract is created when payment is received.

Simply Put

If our payment processor charges back your booking fees because you falsely disputed the payment you will be responsible for all costs incurred by us including the original booking fee.

Accuracy of Information

When you complete your Form or make a payment, you will be asked to provide certain information. You acknowledge that we rely on the information that you provide including name, contact information, and billing information. You agree to provide true, current, accurate and complete information as requested by us from time to time and you agree to promptly notify us of any changes to this information as required to keep such information held by us current, complete, and accurate. You will be solely responsible and liable for any and all loss, damage, and additional costs that you, we or any other person may incur as a result of your submission of any false, incorrect or incomplete information.

Cancellation Policy

If you cancel your booking in accordance with our Cancellation Policy, we will refund the amount paid, or offer you credit on account that must be used within 6 months, depending on the amount of notice you provide to us. Late cancellations as set out in our Cancellation Policy will not be refunded. Our Cancellation Policy is detailed below:

Cancellation Policy		
	Hourly Bookings	Full Day Bookings
100% Refund	Cancel more than 7 days prior to event date	Cancel more than 14 days prior to event date
100% Credit on account	Cancel between 7 days and 2 days prior to event date	Cancel between 14 days and 7 days prior to event date
0% Refund or Credit on account	Cancel less than 2 days prior to event date	Cancel less than 7 days prior to event date
100% Refund will apply should You + Me Studio need to cancel your event for any reason.		
Credits on account must be used within 6 months.		

Liquor License

If you plan to bring any alcohol into the Studio Space for consumption or sale, you are required obtain a Special Event Permit. Use of the Studio Space involving the consumption or sale of alcohol is prohibited without a valid Special Event Permit. A copy of the Special Event Permit is required to be submitted prior to your event date.

Simply Put

We rely on you to provide us with accurate information so that we may process and receive payment for your booking. If your information is not accurate you will be responsible for any losses, we may incur.

Simply Put

To receive a refund, you will need to provide the required amount of cancellation notice for your booking. These requirements are detailed in our Cancellation Policy below:

Simply Put

If you want to serve alcohol in the Studio Space, you will need to have a Special Event Permit.

Health and Safety

You + Me Studio is committed to protecting the health and safety of our clients, their patrons, and the community by acknowledging and adhering to all public health orders. Cleaning supplies, hand sanitizer, and masks are provided for your use during your booking.

You must abide by all public health orders when using the Studio Space as set out in our Health + Safety Policy.

www.youplusmestudio.ca/legal

Insurance and Liability

Prior to using our Studio Space you must submit a Certificate of Insurance providing proof of Commercial General Liability insurance coverage in an amount not less than \$1,000,000.00 per occurrence, and have You + Me Shared Studio Inc. of # 1- 668 Beach Road, Qualicum Beach, BC, V9K 2R1, listed as an Additional Insured Party with respect of your use of the Studio Space.

You are responsible for the cost of repairs of any damage to the Studio Space or our contents that occurred during your use of the Studio Space. You + Me Studio will conduct such repairs or replacements, and we will provide you with an invoice for the cost of repairs.

By using our Studio Space you agree that You + Me Studio is not liable for any personal injury, death or property loss or damage sustained by you, your employees, agents, guests others in the Studio Space, no matter how caused, except to the extent caused by the negligence of You + Me Studio.

You agree to indemnify You + Me Studio against all actions or liabilities arising out of such personal injury, death or property damage or loss, except to the extent caused by the negligence of You + Me Studio, and you release You + Me Studio and its officers, agents and employees from all claims for damages or other expenses arising out of such personal injury, death or property loss or damage, except to the extent caused by the negligence of You + Me Studio.

Simply Put

We will do our part in protecting your health and safety. You will need to do your part.

You are responsible for implementing any health and safety protocols required in the studio for your event booking as per our Health + Safety Policy, which can be found at:

www.youplusmestudio.ca/legal

Simply Put

You are required to have your own Commercial General Liability insurance in place to use our Studio Space. A copy of the Certificate of Insurance will need submitted prior to your event date.

If you break it, you pay for it.

We do everything we can to try and make our Studio Space safe for use, however, you and your patrons are using our Studio Space at your own risk and You + Me Studio is not responsible if something bad does happen.

Ownership of Content

Our Content

In this Agreement, **"Content"** means all materials and content, available through our Website.

Our Content is owned and copyrighted by us and is fully vested in us, our licensors or our suppliers and are protected by applicable copyrights, trade-marks, patents, trade secrets or other proprietary rights and laws. You agree that our Content is licensed to you subject to this Agreement and in accordance with its terms, including the disclaimers and limitations of liability herein. Nothing in your use of our Website or this Agreement grants you any right, title or interest in or to our Content except the limited right to our Content as set out in this Agreement.

Third-Party Content

Content accessed or available through the Website may be owned by parties other than you or us (collectively, **"Third-Party Content"**) and may be protected by applicable copyrights, trade-marks, patents, trade secrets or other proprietary rights and laws. Nothing in your use of the Website grants you any right, title or interest in or to this Third-Party Content.

Our Website may contain links to Third-Party Content that we neither control, nor endorsed, nor approved any content that appears. You acknowledge and agree that You + Me Studio is not responsible or liable for any Third-Party Content, nor for any loss or damages caused or alleged to have been caused using or reliance on any Third-Party Content.

Your Content

All right, title and interest in and to comments, ideas, suggestions, and impressions of the Website given by you to us (collectively, the **"Feedback"**) is and will be deemed to be our property and, by submitting Feedback to us you assign to us all right, title and interest to such Feedback.

You agree to provide You + Me Studio with your consent to repost any Feedback or photos of our Studio Space that you post on social media or the like.

We may take photographs (**"Photos"**) of the Studio Space as it is set up for your use, and the Photos will be deemed to be our property.

Simply Put

We own the content on our Website.

Simply Put

On our Website we may provide links to other company's Websites as a resource for you. Any content on those sites is owned by them.

We are not responsible for what is on those third-party sites or what happens if you use those links.

Simply Put

We can use the Feedback you provide to improve You + Me Studio.

If you post comments or photos of our Studio Space on social media, we have the right to repost your comments and photos.

We may take Photos of the Studio Space. These Photos will become our property.

Use of our Website

Provided that you are eligible to use the Website, you are granted a limited license to access the Website for your use. We reserve all rights not expressly granted to you in and to the Website and the Content. Without limiting the generality of anything else in this Agreement, you must only use the Website for lawful purposes, and if at any time you become aware of any violation, by any person or entity under your control, of any part of this Agreement, you will immediately notify us and provide us with assistance, as requested, to stop or remedy such violation.

Prohibited Acts

You may not access or use the Website for any purpose other than that for which we make the Website available. The Website may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

Warranties, Disclaimers and Other Legal Terms

We Disclaim All Warranties and Representations

EXCEPT AS OTHERWISE SET OUT IN THIS AGREEMENT, WE MAKE NO CONDITIONS, WARRANTIES OR REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, USABILITY, SECURITY, QUALITY, CAPACITY, PERFORMANCE, AVAILABILITY, TIMELINESS OR ACCURACY OF THE WEBSITE. WE EXPRESSLY DISCLAIM ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE AND NON-INFRINGEMENT, WHETHER ARISING BY USAGE OF TRADE, BY COURSE OF DEALING, BY COURSE OF PERFORMANCE, AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE HOWSOEVER.

ADDITIONALLY, YOUR USE OF THE WEBSITE DEPENDS ON THE INTERNET, INCLUDING NETWORKS, CABLING, FACILITIES AND EQUIPMENT THAT IS NOT IN OUR CONTROL; ACCORDINGLY

- + WE CANNOT GUARANTEE ANY MINIMUM LEVEL REGARDING SUCH PERFORMANCE, SPEED, RELIABILITY, AVAILABILITY, USE OR CONSISTENCY, AND
- + DATA, MESSAGES, INFORMATION OR MATERIALS SENT OVER THE INTERNET MAY NOT BE COMPLETELY PRIVATE, AND YOUR ANONYMITY IS NOT GUARANTEED.

Simply Put

You can only use our Website for lawful purposes only.

Simply Put

You can only use our Website for the intended purposes or as approved by us.

Simply Put

We are not liable for your use of the content on our Website or for using our Website.

To access our Website, you need to use the Internet. There are risks involved in using the Internet. You + Me Studio is not responsible for your use of the Internet.

Limitation of Liability

EXCEPT AS REQUIRED BY APPLICABLE LAW, YOU + ME STUDIO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS WILL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, REVENUES, BUSINESS OPPORTUNITIES, GOODWILL, OR ANTICIPATED SAVINGS; LOSS OR CORRUPTION OF DATA; INDIRECT OR CONSEQUENTIAL LOSS; PUNITIVE DAMAGES CAUSED BY:

- + ERRORS, MISTAKES, OR INACCURACIES ON THE WEBSITE;
- + ANY UNAUTHORIZED ACCESS TO OR USE OF THE WEBSITE;
- + ANY INTERRUPTION OR CESSATION OF THE WEBSITE;
- + ANY VIRUSES OR MALICIOUS CODE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY;
- + THE REMOVAL OR UNAVAILABILITY OF ANY CONTENT.

THIS PROVISION APPLIES TO ANY CLAIM, REGARDLESS OF WHETHER THE CLAIM ASSERTED IS BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

IN NO EVENT WILL YOU + ME STUDIO OR ITS AFFILIATES BE LIABLE FOR DAMAGES, EXPENSES, COSTS, LIABILITIES, SUITS, CLAIMS, RESTITUTION OR LOSSES, THAT EXCEED, IN THE AGGREGATE \$100.00 CANADIAN DOLLARS.

General Provisions

Governing Law and Jurisdiction

These Terms and the rights of the parties hereto are governed by and will at all times be construed in accordance with, the laws in force in the Province of British Columbia and the laws of Canada applicable therein, without reference to its conflict of laws principles. You hereby irrevocably consent to the jurisdiction of the courts of the Province of British Columbia in connection with any matter arising out of or in connection with this Agreement.

Severance

If a particular term of this Agreement is not enforceable for any reason, this will not affect any other terms.

Notifications

Subject to our Privacy Policy, we may provide you with notifications through posting of such notice on our Website, or as we may determine in our sole discretion.

Simply Put

We have limited our liability for any losses you may incur if something bad happens when you use our Website.

Simply Put

Any issues that come from this Agreement will be handled in British Columbia.

Simply Put

If a portion of this Agreement is not binding the rest of the Agreement is still in effect.

Simply Put

If there are any changes to this Agreement, we will post them on our Website or we may communicate them to you by email subject to our Privacy Policy.

Entire Agreement

The Agreement, as amended from time to time, including any and all documents and policies referenced herein, constitutes the entire Agreement between us and you with respect to the matters referred to in this Agreement.

Questions and Concerns

If you have any questions or concerns about this Agreement, please contact us by email at info@youplusmestudio.ca.

Simply Put

All documents and policies referred to in this Agreement make up the Agreement between you and us. All You + Me Studio policies can be found at:

www.youplusmestudio.ca/legal

Simply Put

Any questions send us an email.

Effective Date: March 22, 2022