

EXHIBIT B
AVION METROPOLITAN DISTRICT
FEE SCHEDULE FOR ____2025

Fees shall be assessed for District Members as follows:

Damage Deposit (refundable if no damage)	\$300 per event
Rental Fee [°]	\$150 per event
Cleaning Fee	\$150 per event
Tenant Usage Liability Insurance Policy (TULIP) Fee* [°]	\$100 per event
Lost, Damaged, or Stolen Key Card Replacement Fee	At same cost to the District per key card replaced

Fees shall be assessed for Non-District Members as follows:

Annual Household Membership	\$3,000.00 per year per household
Damage Deposit (refundable if no damage)	\$300 per event
Rental Fee [°]	\$150 per event
Cleaning Fee	\$150 per event
Tenant Usage Liability Insurance Policy (TULIP) Fee* [°]	\$100 per event
Lost, Damaged, or Stolen Key/Card Replacement Fee	At same cost to the District per key card replaced
Late Key Card Return Fee	\$25 per day, beginning on the second business day after the event

*TULIP Fees are required only for events where alcohol will be served. In no event shall applicants or their guests, either directly or by contracting with a third-party, sell alcohol on District property or within District Facilities including the HUB.

[°]To be paid in certified funds.

EXHIBIT C

AVION METROPOLITAN DISTRICT

HUB USE OR RENTAL AGREEMENT

This HUB Use or Rental Agreement (the “**Agreement**”) is made and entered into by and between the Avion Metropolitan District (the “**District**”) and the person named below for use of the HUB. The use or rental of the HUB shall be for the type of function indicated below and shall be in accordance with the provisions of this Agreement and the District Facilities Rules and Regulations adopted by the Board of Directors of the District, as they may be amended from time to time (the “**Rules and Regulations**”). The Rules and Regulations are attached hereto and incorporated herein by this reference.

Name: _____ (the “**Member**”)
Address: _____
City: _____ State: _____ Zip: _____
Phone : (H) _____ (W): _____

Date of function: _____ Is this a commercial function? _____

Hours of function: _____ (include set up and take down). Set up may not begin before 9:00 A.M., and the HUB must be vacated by 9:00 PM.

Number of attendees: _____

Will food be served? _____

Will alcohol be served? _____ If yes, payment of the Tenant Usage Liability Insurance Policy (TULIP) Fee is required.

Alcoholic Beverages are not to be sold on the premises at any time.

Will kitchen be used? _____ Will there be music? _____

Fees. The District has imposed fees in order to defray the costs of providing services and facilities required for HUB use and reservations. The fees are set forth in the Fee Schedule attached to the Rules and Regulations as **Exhibit B**. Payment of the Rental Fee and other applicable fees shall be made at the time this Agreement is delivered to the District and in accordance with the Rules and Regulations. The Damage Deposit may be refunded in accordance with the Rules and Regulations after an inspection is completed and the HUB is found to have been left in an acceptable condition, and the key card has been timely returned following the function. Non-property owners/non-residents of the District (“**Non-District Members**”) desiring to reserve the HUB shall first purchase an Annual Household Membership. If paying by check, please make checks out to “Avion Metropolitan District.”

Please use information below and in the Fee Schedule attached to the Rules and Regulations as **Exhibit B** to fill in the total fee amount due for your function below:

Annual Household Membership (only required for Non-District Members)	\$__3,000_ per year per household
Damage Deposit	\$_300_ per event
Rental Fee	\$_150_ per event
Cleaning Fee	\$_150_ per event
Tenant Usage Liability Insurance Policy (TULIP) Fee (for events where alcohol will be served)	\$_100_ per event if applicable
Please Mail Checks to:	Timberline District Consulting C/O Shanda Flores 2641 E Uintah St. Box 9001 Colorado Springs, CO 80909

Acknowledgements. Please initial the following statements to acknowledge that you have read, understood, and agree to all of them.

☐ The area available for my function consists of the HUB, the HUB-adjacent area including the firepit and barbeque grills, and the grass by the west gate entrance to the pool. The remaining areas adjacent to the HUB, including the swimming pool, swimming pool deck area, and spa (the “**Non-Reserved Areas**”) cannot be reserved as part of a private function. I am responsible for ensuring that public access to the Non-Reserved Areas is not impeded during my function. Swimming attire is not allowed at any time in the HUB.

☐ After payment of all required fees is received, this rental can be cancelled by emailing the District Manager no later than seventy-two (72) hours prior to the time the HUB opens for business on the date of the event for a full refund. If the cancellation occurs later than seventy-two (72) hours prior to the event, only the Damage Deposit and Cleaning Fee will be refunded.

☐ I am responsible for myself and my guests. I shall be jointly and severally liable with such guests for any damages caused by me and/or my guests to property, including but not limited to the HUB and other District Facilities, furniture, and/or fixtures; any violation(s) of the Rules and Regulations or other District rules and policies; and any damages to people caused by me and/or my guests. I agree to hold the District harmless from any and all liability or damage resulting from the actions of myself, my family, or any attendees at the function.

☐ I am responsible for ensuring that the HUB is vacated no later than 9:00 P.M. following the function.

☐ I am required to be in attendance for the ENTIRE duration of the function.

- ☐ Vehicles of function attendees must be properly parked in parking spaces surrounding the HUB. Any vehicles not properly parked in parking spaces surrounding the HUB may be subject to tow.
- ☐ If alcohol will be served at my event, I am required to pay the Tenant Usage Liability Insurance Policy (TULIP) Fee or, if the District gives its prior written approval, provide a Certificate of Insurance for Host Liquor Liability Insurance to the District with this application.
- ☐ Maximum occupancy inside the HUB is 90 persons.
- ☐ Glass containers are not permitted within District Facilities or on District property, except that glass food or beverage containers are permitted within the HUB building.
- ☐ Sales, solicitations, distribution and posting of materials other than in areas designated by the District, if any, are prohibited within the District Facilities and on District property. Sales, solicitations, distribution and posting of materials, and other activities may be further restricted to specific times and dates as determined by the District. People may not use the District Facilities (including the HUB) for commercial or business purposes including, but not limited to, sales of goods or services, personal training sessions, athletic lessons, advertising, or promotions.
- ☐ No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.
- ☐ I have read and understood this Agreement and the Rules and Regulations attached hereto.
- ☐ I understand and agree to abide by the terms of this Agreement and the Rules and Regulations.

Signature of Member _____ **Date** _____

FOR DISTRICT USE ONLY

This Agreement is entered into on (date) _____

Accepted by: _____

Amount collected: _____