

**EXHIBIT B**

**DENVER CONNECTION WEST METROPOLITAN DISTRICT**

**HUB USE OR RENTAL AGREEMENT**

This HUB Use or Rental Agreement (the “**Agreement**”) is made and entered into by and between the Denver Connection West Metropolitan District (the “**District**”) and the Member named below for use of the HUB Facility. The use or rental of the HUB Facility 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 and attached hereto and incorporated herein by this reference:

Member’s 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 cleanup) HUB must be vacated by 9:00 PM.

Number of Guests \_\_\_\_\_

Will food be served? \_\_\_\_\_

Will alcohol be served? \_\_\_\_\_ \* A \$100 insurance fee is required if yes.

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

Will Kitchen be used? \_\_\_\_\_ Will there be music? \_\_\_\_\_

The \$300 Damage Deposit may be refunded after an inspection is completed and return of key card following the function and the HUB is found to have been left in an acceptable condition. The rental fee is \$150 per event plus a \$150 mandatory cleaning fee. The fee for Tenant Users Liability Insurance Protection (“**TULIP**”) is \$100 per event. The Member is responsible for the payment of actual repair or replacement costs for all HUB property damaged or lost as a result of or occasioned by the Member’s use of the HUB and HUB property.

For Non-District Members, the annual membership fee of \$2,550.00 (or proof of prior payment), a \$300 damage and cleaning Deposit, a \$150 rental fee and a \$100 Tenant Users Liability Insurance Protection (“**TULIP**”) fee per event must accompany this Agreement. The damage and cleaning Deposit may be refunded after an inspection is completed (and return of key card) following the function and the HUB is found to have been left in an acceptable condition. The Non-District Member is responsible for the payment of actual repair or replacement costs for all HUB property damaged or lost as a result of or occasioned by the Non-District Member’s use of the HUB and HUB property.

The Member making the reservation must be in attendance for the ENTIRE duration of the function.

Vehicles of event participants must be properly parked in parking spaces surrounding the HUB. Those vehicles not properly parked in parking spaces surrounding the HUB may be subject to tow.

The swimming pool, swimming pool deck area and spa cannot be reserved as part of the HUB function. Swimming attire is not allowed at any time in the HUB.

Solicitation Policy. Sales, solicitations, distribution and posting of materials other than in areas designated by the District, if any, are prohibited within the HUB. Activities may be further restricted to specific times and dates as determined by the District. Users may not use 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.

Non-Waiver. 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 understand and agree to abide by the terms of this Agreement and the “**District Facilities Rules and Regulations.**” I understand that I am responsible for any loss or damage of the HUB facility or surrounding areas which may occur as a result of this function and agree to hold the Denver Connection West Metropolitan District harmless from any and all liability or damage resulting from the actions of myself, my family, or any attendees at the function. I acknowledge that I have read this Agreement and the “**District Facilities Rules and Regulations,**” which are incorporated herein by this reference.

**This AGREEMENT entered into on (date)** \_\_\_\_\_

**Signature of Member** \_\_\_\_\_ **Date** \_\_\_\_\_

**Accepted by:** \_\_\_\_\_

**Amount collected:** \_\_\_\_\_

\* If paying by check, please make checks out to 'Denver Connection West Metropolitan District'

**After both checks are received, the rental can be cancelled three days prior to the event for a full refund. Within 3 days of the event, only the damage deposit will be refunded for a cancellation.**

Please mail checks to: Timberline District Consulting  
Shanda Flores  
2641 E Uintah St. Box 9001  
Colorado Springs, CO 80909