

COS Premier Membership Terms and Conditions:

These Terms and conditions (“Agreement”) govern the Colorado Springs Municipal Airport “COS Premier Membership” program. The COS Premier Membership program is a loyalty program brought to You by the City of Colorado Springs, a home rule city and municipal corporation, by and through its enterprise, the Colorado Springs Municipal Airport (“Airport”). Purchase or use of any membership in the COS Premier Membership program at any time subjects the purchaser or user (collectively “Member”, “User”, “You”, “Your”, or “Their”) to the terms and conditions of this Agreement. The terms and conditions set forth herein represent the entire Agreement between the Airport and a Member or User. No additional or different oral representation, promise, or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument, unless stated in writing signed by the Airport and Member. Accordingly, You should read the following carefully and consult with legal counsel prior to acceptance:

BENEFITS:

1. The COS Premier Membership program entitles the Member to the following benefits:
 - a. A COS Individual Premier Member may receive periodic promotional discount membership fees as determined by the Director of Aviation which shall be valid only for the Term of the COS Premier Membership. If an Individual Member desires to renew his/her membership, then such membership shall be subject to new terms and conditions and/or fees set by the Director of Aviation.
 - b. A COS Family Premier Member may receive promotional discount membership fees as determined by the Director of Aviation which shall be valid only for the Term of the COS Membership. If COS Family Members desire to renew their membership, then such membership shall be subject to new terms and conditions and/or fees set by the Director of Aviation.
 - c. A COS Corporate Premier Member may receive promotional discount membership fees as determined by the Director of Aviation which shall be valid only for the Term of the COS Membership. If COS Corporate Members desire to renew their membership, then such membership shall be subject to new terms and conditions and/or fees set by the Director of Aviation.
 - d. All Members will receive complimentary Long-Term parking; access to the Colorado Springs Airport Premier Lounge during scheduled operating hours; and a ten percent (10%) discount on purchases at any retail shop locate within the Airport terminal building.
 - e. Members may receive periodic or special promotions as determined by the Director of Aviation. Membership promotions will be located at www.flycos.com/premier-membership.
2. For these Benefits to apply, membership must be active and in good standing with the Airport.

CONDITIONS:

1. **TERM.** All COS Premier Memberships are valid for one (1) year and expire on the last day of the month of issuance, (“Term”). COS Premier Memberships do not automatically renew. In order to receive uninterrupted membership benefits upon the expiration of Your Term, Member(s), on or before the expiration of Their current Term, must submit an application for Membership, which will start a new one-year Term beginning immediately following the expiration of the current Term and shall be subject to new terms and conditions and/or fees set by the Director of Aviation.

2. CATEGORIES OF MEMBERSHIP.

a. Individual COS Premier Memberships: An Individual COS Premier Membership (Individual Membership) is limited to one (1) per person at a fee set by the Director of Aviation. An Individual Membership is non-transferable and valid only for the particular individual Member to whom it was issued.

b. Family COS Premier Memberships: A Family COS Premier Membership (Family Membership) is available to two (2) family members living in the same household (subject to verification) at a fee set by the Director of Aviation. A Family Membership is non-transferable and valid only for the particular Family Members to whom it was issued.

c. Corporate COS Premier Memberships: COS Corporate Premier Memberships (Corporate Memberships) are available for groups of ten (10) people or more within the same company, including its affiliates (subject to verification), at a fee set by the Director of Aviation. A Corporate Membership is non-transferable and valid only for the particular Corporate Member(s) to whom it was issued.

3. **MEMBERSHIP FEES.** The annual membership fee for each Membership Category shall be set by the Director of Aviation. Annual membership fees are subject to taxation in accordance with applicable federal, state, and local laws. The annual membership fee set by the Director of Aviation does not include applicable taxes. The Airport may change any membership fee at any time; however, the new fee will apply only to new memberships.

4. **PAYMENT OF THE ANNUAL FEE.** The annual fee may be paid on-line via www.flycos.com/premier-membership or calling the Airport at 719-550-1900.

5. **CURRENT MEMBERSHIP INFORMATION.** All Members shall maintain accurate and current information with the Airport, including each Member’s name, address, email address, and telephone number. The Airport does not assume any liability for any correspondence, mailed item, or email that is lost, delayed, or misdirected.

6. CANCELLATION; TERMINATION.

a. Member Cancellation: Members have the right to cancel their COS Premier Membership at any time. COS Premier Membership fees are **non-refundable** unless: (1) You surrender Your membership within thirty (30) days of the start of a new Term and You have not used Your COS Premier Membership to obtain an eligible discount or benefit; or (2) Your COS Premier Membership was purchased during Your current Term and the new Term has not yet started.

b. Airport Termination: The Airport may terminate or revoke Your COS Premier



Membership, including any associated accounts or individual benefits without notice, for any reason in its sole discretion, including without limitation, the Airport's belief that continued use of such membership would violate any provisions of this Agreement, applicable law, security measure, or otherwise be harmful to the Airport's interests. In the event of any such termination, You will **NOT** be entitled to a refund of Your COS Premier Membership fee if termination or revocation was the result of fraud or misuse by You. If the Airport terminates Your COS Premier Membership for reasons other than fraud or misuse, the Airport may, at its sole election, chose to either maintain some or all of Your COS Premier Membership benefits until expiration of the current Term or refund a pro rata portion, at one twelfth (1/12) of the COS Premier Membership fee for the remaining portion of the current Membership Term.

7. DISCLAIMER; LIMITATION OF LIABILITY. USE OF THE COS PREMIER MEMBERSHIP PROGRAM AND ANY OF ITS ASSOCIATED BENEFITS IS AT YOUR SOLE RISK. THE MEMBERSHIP BENEFITS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

THE CITY OF COLORADO SPRINGS, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY "MEMBERSHIP PROVIDERS") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

MEMBERSHIP PROVIDERS MAKE NO WARRANTY THAT (i) THE COS PREMIER MEMBERSHIP PROGRAM WILL MEET YOUR REQUIREMENTS, (ii) THE COS PREMIER MEMBERSHIP PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU FROM YOUR USE OF THE COS PREMIER MEMBERSHIP PROGRAM WILL MEET YOUR EXPECTATIONS.

MEMBERSHIP PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MEMBERSHIP PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE COS PREMIER MEMBERSHIP PROGRAM OR ANY BENEFITS THEREOF; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED VIA THE USE THE COS PREMIER MEMBERSHIP PROGRAM; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR THE COS PREMIER MEMBERSHIP PROGRAM DATA; OR (iv) ANY OTHER MATTER RELATING TO THE COS PREMIER MEMBERSHIP PROGRAM.

8. MEMBER'S CHILDREN UNDER TWO; MEMBER GUESTS. Children under the age of two (2) years traveling with a COS Premier Member will be admitted to the Colorado Springs Municipal Airport Premier Lounge at no charge. COS Premier Members may bring up to two (2) guests into the Colorado Springs Airport Premier Lounge per day for a discounted fee per guest, set by the Director of Aviation. The discounted guest fee only applies when accompanied by their sponsoring COS Premier Member. All other guests are subject to the regular fee per person, as set by the Director of Aviation. All children and guests accompanying COS Premier Members are subject to the Colorado Springs Municipal Airport Premier Lounge Access Terms and Conditions.

9. PHOTO ID REQUIRED. COS Premier Members must present a government issued, valid photo ID and valid membership card at the time benefits and/or services are received.



10. **PARKING.** Long Term parking security procedures will not be waived or modified in any manner for COS Premier Members. Members should contact the Airport's parking management contractor at (719) 591-1293 for any parking related questions or complaints.

11. **LOST OR STOLEN MEMBERSHIP CARDS.** COS Premier Members are responsible for reporting lost or stolen membership cards and for requesting a replacement card by calling (719) 550 - 1900. Replacement cards are printed Monday through Friday, from 8:00 am to 5:00 pm. Allow a minimum of one (1) week to receive a replacement card. The Airport shall charge a replacement fee for lost or stolen cards in the amount of Ten Dollar and 00/100 (\$10.00).

12. **MEMBERSHIP CARDS.** Once payment has been received, a new card that reads Long-Term Parking will be issued. Please allow a minimum of one (1) week to receive a new membership card.

13. **CHANGE IN BENEFITS; TERMS AND CONDITIONS.** The fees, benefits, services, and Terms and Conditions under this Agreement are subject to change at any time and without notice or liability to the Airport. Any change shall take effect immediately, unless otherwise provided in this Agreement and will be posted on the Airport's website at www.flycos.com/premier-membership.

14. **GOVERNING LAW AND JURISDICTION.** This Agreement is subject to and shall be interpreted under the law of the State of Colorado, and the City Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court jurisdiction and venue shall exclusively be in the Colorado District Court for El Paso County, Colorado.

15. **GOVERNMENTAL IMMUNITY ACT.** Nothing in this Agreement shall be interpreted to limit or prevent the protections afforded to the City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

16. **FRAUDULENT USE OF MEMBERSHIP CARD.** The COS Premier Membership card is not a payment card nor is it proof of creditworthiness. Attempts to use it as such constitute fraud.

17. **NO LIABILITY.** The Airport is not liable for any loss or damages of any kind or nature to any Member, Member guest, or third party arising from the use of the COS Premier Membership, whether foreseeable or unforeseeable, regardless of the cause of action on which the loss or damage is based, even if advised of the loss or damage occurring except that arising from the willful conduct of the Airport.

18. **COMPLIANCE WITH OTHER TERMS AND CONDITIONS.** Members shall comply with the Colorado Springs Municipal Airport Premier Lounge Access Terms and Conditions and other relevant terms and conditions promulgated by the Director of Aviation.

19. **THIRD PARTY WEBSITES AND PROMOTIONS.** Members may receive offers of promotions that are operated by third parties that are not part of or controlled by the Airport, which may include links to the third-party on the Airport's website. The Airport shall have no liability or responsibility for the content of any such third-party website, offer, promotion, programs, advertisements, or incentives. The Airport shall not be liable for any claims, loss, or damages of any kind arising from a Member's use of any third party website, offers, promotions, programs, advertisements, or incentives.

20. **CONSENT TO PROMOTION MATERIALS.** By Accepting these Terms and Conditions, COS Premier Members authorize and agree to receiving promotional materials, advertising, incentive, and



other marketing products from the Airport. COS Premier Members authorize and agree to permit the Airport to contact You via U.S. Mail, postage prepaid; email; and telephone for the purpose of providing promotional materials, advertising, incentive, and other marketing products.

21. **COLORADO OPEN RECORDS ACT.** COS Premier Members acknowledge and agree that, upon accepting the terms of this Agreement with the Airport, as an enterprise of the City of Colorado Springs, certain information may be subject to disclosure to third parties, upon request, under the Colorado Open Records Act (CORA), pursuant to C.R.S. § 24-72-201 *et seq.*

22. **ACKNOWLEDGEMENT.** This Agreement, including all documents referenced herein, represents the entire agreement between the Airport and any Member or user of the COS Premier Membership Program and supersedes any other agreements, statements, or representations. Headings used in this Agreement are for reference only and shall not affect the meaning of any terms or conditions. Any Member or user of any portion of the COS Premier Membership Program is deemed to have accepted the terms and conditions of this Agreement.

Colorado Springs Municipal Airport Premier Lounge Access Terms and Condition:

The Colorado Springs Municipal Airport Premier Lounge at the Colorado Springs Airport (the “Lounge”) is not an exclusive use venue; instead it is a SHARED USE LOUNGE and available to all traveling passengers. The Lounge is owned and operated by the Colorado Springs Airport. However, these Lounge Access Terms and Conditions are reviewed and developed in conjunction with participating airlines at the Colorado Springs Airport. Under these Terms and Conditions, travelers with qualified top-tier earned airline status as well as others, as specified herein, are eligible for complimentary access to the Lounge. Because, however, the Lounge is a shared use lounge, some airline club memberships are not eligible for complimentary access into the Lounge.

These Terms and Conditions are binding on all passengers who access the Lounge. Any user of any portion of the Lounge is deemed to have accepted the terms and conditions of this Agreement. Accordingly, You should read the following carefully prior to entry and acceptance of the Terms and conditions:

1. Access to the Lounge is available to all traveling passengers whether on business or pleasure.
2. The following charges apply for access to the Lounge:

COS Premier Members	No entry fee charged.
Top tier earned airline status holders: <ul style="list-style-type: none"> • American Airlines AAdvantage® Executive Platinum members • American Concierge Key • AAdvantage Platinum Pro • AAdvantage Platinum • Delta SkyMiles Medallion® Platinum & Diamond Medallion members • Early Returns® Frontier Elite • oneworld® Emerald members • Star Alliance™ Gold Status members • United Global ServicesSM members • United MileagePlus Premier® 1K® members • Southwest A-List and A-List Preferred 	No entry fee charged.
Travel club members: <ul style="list-style-type: none"> • Priority Pass™ members** • Lounge Club™ members** 	Entry Fee based on level of membership.
Accompanied children under the age of two (2) years	No Entry fee charged.

<p>One-Day guest pass - When accompanied by an active Colorado Springs Premier Lounge member - \$11.00</p> <p>One-Day non-member guest pass - \$26.00</p>	<p>One-Day guest pass fees</p>
<p>All other passengers and guests</p>	<p>See Exhibit A attached hereto for the current fee schedule. The fee schedule is subject to change without notice.</p>

3. The discounted guest fee only applies when accompanied by a sponsoring COS Premier Member.
4. COS Premier Members must present a valid COS Premier Membership card and government issued, valid photo ID upon entry into the Lounge. Top-tier earned airline status holders must present a valid boarding pass indicating qualifying membership status upon entry into the Lounge. Travel club members must present a valid membership card and a government issued, valid photo ID upon entry into the Lounge. All other persons must present a valid boarding pass and a government issued, valid photo ID upon entry into the Lounge (accompanied children are excluded from this provision).
5. The Colorado Springs Airport reserves the right to remove or deny entry of anyone who conducts himself or herself in a disruptive, abusive or violent manner or who otherwise interferes with the business-like atmosphere of the Lounge. This includes children and the responsible persons accompanying them. The Airport shall not be liable for any loss, damages, or costs of any kind suffered by a passenger resulting from the passenger being refused admission into the Lounge or removed from the Lounge because the passenger or his/her guest failed to comply with these Terms and Conditions.
6. All Lounge visitors must be ticketed passengers.
7. The Colorado Springs Airport expressly disclaims any and all liability for lost or stolen items from the Lounge.
8. Fees and access to the Lounge are non-transferable.
9. Fees paid to access the Lounge will not be refunded, rebated, or prorated for any reason. All fees are subject to change at any time and without notice.
10. These Terms and Conditions are subject to change at any time, without notice, and will be posted to the Colorado Springs Airport's website, www.flycos.com/premier-membership.
11. Passengers using the Lounge shall defend, indemnify, and hold harmless the City of Colorado Springs, its officers, directors, employees, agents, and councilmembers against all liabilities,

damages, losses, claims, suits judgments, and costs and expenses (including reasonable attorney fees) for injury of any person or damage to or destruction of any property arising from the use of the Lounge by any passenger, passenger's guest, or any person accompanying the passenger using the Lounge, except that such indemnification shall not extend to acts of gross negligence or willful misconduct by the indemnified parties.

12. The Airport shall not be held responsible for any disputes or claims of any kind that may occur between a passenger and his/her guest and the Airport shall not be liable for any costs, damages, losses, or expenses related to such disputes.
13. Passengers may receive offers or promotions that are operated by third parties that are not part of or controlled by the Airport, which may include links to the third-party on the Airport's website. The Airport shall have no liability or responsibility for the content of any such third party website, offer, promotion, programs, advertisements, or incentives. The Airport shall not be liable for any claims, loss, or damages of any kind arising from a passenger's use of any third party website, offers, promotions, programs, advertisements, or incentives.
14. The Airport shall have no obligation to announce flights and shall not be held liable for any direct or indirect loss resulting from any passenger or passenger guest failing to board their flight(s).
15. Passengers under the age of 21 are not permitted to consume alcohol while in the Lounge. Proof of age may be required to be shown to Lounge staff members upon request, passengers are advised to bring identification into the Lounge. Passengers shall drink sensibly and avoid drinking alcoholic beverages to excess or mixing such beverages with medications. The Airport accepts no liability for passengers drinking to excess in the Lounge and retains the right to limit alcohol consumption to ensure no passenger becomes intoxicated. It is the sole responsibility of the passenger to ensure that he or she is fit for their flight following consumption of alcohol at the Lounge. The Airport, in its sole discretion, reserves the right to refuse service of alcoholic beverages to passengers without sufficient legal identification, passengers that appear to be intoxicated, or for any other reason. Passengers shall not bring food or drinks into the Lounge for consumption, nor remove any food, drink, publications, or media provided within the Lounge.
16. Access to the internet may be available in the Lounge, subject to availability. Notwithstanding the generality of the foregoing, the Airport does not represent or warrant that the internet access offered through the Lounge is secure or free from computer viruses or other defects. The Airport shall not be liable for any third party content on the internet that the passenger may find offensive, upsetting or defamatory. Passengers are responsible for maintaining the security of all log-in identification information made available to them to access the internet or computer facilities in the Lounge. The Airport is not liable for any security breaches suffered by any passenger when using the internet, including personal or information security breaches, and is not liable for any loss or damage suffered as a result of the unavailability of the internet facilities, including interruptions during use.
17. The Airport is not liable for any loss or damages of any kind or nature to any passenger, guest, or third party arising from the use of the Lounge, whether foreseeable or unforeseeable, regardless of the cause of action on which the loss or damage is based, even if advised of the loss or damage occurring except that arising from the willful conduct of the



Airport.

18. The Lounge may have televisions or radios for passenger's entertainment. All televisions and radios shall be under the sole control of the Airport. Passengers shall have no control or right to control the channels or content of any television or radio located within the Lounge.
19. This Agreement, including all documents referenced herein, represents the entire agreement between the Airport and any passenger or user of the Lounge and supersedes any other agreements, statements, or representations. Any passenger or user of any portion of the Lounge is deemed to have accepted the terms and conditions of this Agreement.