



**THE LAKE HOUSE AT GRAND CENTRAL PARK RENTAL AGREEMENT
WEDDINGS & OCCASIONS (RESIDENT)
1039 LAKE HOUSE DRIVE, CONROE, TEXAS 77304**

(1) Name of Applicant <small>*Must be an Owner or lessee of a home in Grand Central Park</small>			
(2) Address of Applicant			
(3) Home Phone		Cell Phone	
(4) Email Address			
(5) Date & Reservation Period <small>* Reservations must be made at least 30 days in advance but may not be made (i) more than 6 months in advance for small events or (ii) more than 9 months in advance for large events. Dates not guaranteed until approved by the Association. *Reservation Period includes setup and clean up time</small>	DATE: _____ BACKUP DATE: _____	<input type="checkbox"/> LARGE EVENT (100 or more guests) NOTE: <u>Large events</u> are booked from 10am to 12am. <input type="checkbox"/> SMALL EVENT (up to 100 guests) NOTE: <u>Small events</u> are booked for 6 hours between the hours of (a) 9am and 12am on Friday through Sunday at all event locations, (b) 4pm and 12am on Monday through Thursday at The Grand Room, and (c) 9am and 12 am on Monday through Thursday at The Overlook Room and The Pavilion. Additional hours are \$150.00 each, with a maximum of 2 additional hours for all rentals.	
(6) Type of Event <small>* Birthday, corporate event, wedding, baby or bridal shower, etc.</small>	(7) Number of Guests Attending: NOTE: Number of permitted guests is dependent on occupancy limits in The Lake House		_____
(8) Event Rental Add-Ons: *Check all that apply	<input type="checkbox"/> Kitchen <input type="checkbox"/> Television Screen <input type="checkbox"/> Surround Sound <input type="checkbox"/> Microwave Oven <input type="checkbox"/> Microphone <input type="checkbox"/> Table & Chairs (inside only) <input type="checkbox"/> Mobile Bar Rental - \$200 <input type="checkbox"/> Additional Staff for Table/Chair Set-up - \$25/hour (# of staff ___ x # of hours ___ = ___) <input type="checkbox"/> Relocation of outdoor furniture on The Lake House Patio or picnic tables at the Pavilion - \$350 <input type="checkbox"/> The Lobby (Available for Small Events after 5PM and weekends only) - \$250 <input type="checkbox"/> Additional time: \$150/ hour, up to two hours maximum additional time. NOTE: You must make an appointment to bring equipment/videos/photos/laptops to The Lake House at least one business day before the event to ensure all works as planned, if necessary. NOTE: Additional staff for table and chair setup is a minimum of one hour and is intended for additional set up or arranging during the event.		
(9) Rental Space (“ Premises ”) and Rental Fee (refundable with restrictions)	LARGE EVENTS (100 or more guests) <input type="checkbox"/> Entire Facility - Max 150 guests indoors - \$3,000.00 <input type="checkbox"/> Grand Room and Lobby - Max 150 guests indoors - \$2,200.00 <input type="checkbox"/> The Pavilion - Max 400 guests - \$1,100.00 SMALL EVENTS: (up to 100 guests) <input type="checkbox"/> The Grand Room - Max 100 guests - \$650.00 <input type="checkbox"/> The Pavilion - Max 100 guests - \$500.00 <input type="checkbox"/> The Overlook Room - Max 49 guests - \$500.00 NOTE: Make checks payable to: The Grand Central Park Residential Association, Inc., c/o Capital Consultants Management Corporation, 1039 Lake House Dr., Conroe, TX 77304 NOTE: The Rental Fee must be paid in full at least 30 days in advance of the event. The Association has the right to determine the schedule for the payment of Rental Fee installments, if any. NOTE: If the event is scheduled on a holiday weekend, the Rental Fee will be doubled.		

Association Initials: _____
 Applicant Initials: _____

Date: _____

The Grand Central Park Residential Association, Inc.
 The Lake House Weddings & Occasions Premises Rental Agreement

<p>(10) Security Officer Fees * Refundable with restrictions</p>	<p>Security Officers [1] (One Minimum) _____ x No. of hours (four minimum) _____ x \$45.00 hr. [2] = _____ [1] Officer needed for every 50 people up to 150 people, AND/OR if alcohol will be present or served, regardless of attendance. [2] Hourly rate subject to change in prevailing rate.</p> <p>Event Start Time: _____ Reservation End Time: _____</p> <p>NOTE: Security Officers are to be paid for the total time they are booked, even if the event ends early. <i>Non-payment will result in cancellation of the event. Should the event run past the scheduled end time, the applicant will be responsible for paying additional fees due to the officer.</i></p> <p>NOTE: If the rental event is taking place indoors and the vehicle bringing alcohol to the Premises is to remain parked outside of the Premises during the duration of the event, an additional Security Officer will be required to be present during the rental event, and all fees applicable related to the additional officer will be the responsibility of the Applicant.</p> <p>NOTE: The Association, in its sole discretion, has the right to require Security Officers in excess of the minimums set forth above to be present at any event, and the Applicant is responsible for all fees associated with such increases.</p>
<p>(11) Administrative Fees *Non-refundable</p>	<p>Returned Check Fee: \$40.00</p>
<p>(12) Security Deposit *Refundable with restrictions</p>	<p>LARGE EVENTS: (100 or more guests) <input type="checkbox"/> \$750.00</p> <p>SMALL EVENTS: (up to 100 guests) <input type="checkbox"/> \$500.00</p> <p>NOTE: Payment may be made via Credit Card, Check, or Money Order. NOTE: Make money orders payable to: <i>The Grand Central Park Residential Association, Inc. 1039 Lake House Dr. Conroe, TX 77304 This MUST be a separate check from the Rental and Admin Fee checks</i> NOTE: The Security Deposit must be paid in full upon approval of the rental application.</p>
<p>(13) Cancellation Fee</p>	<p>This reservation and Agreement may be canceled at any time prior to the Reservation Period. A full refund of the Rental Fee and Security Officer Fee will be provided for cancellations made thirty (30) or more days prior to the Reservation Period. A fifty percent (50%) refund of the Rental Fee and Security Officer Fee will be provided for cancellations made between thirty (30) and fifteen (15) business days, not inclusive, prior to the Reservation Period. No refund of the Rental Fee and Security Officer Fee will be provided for cancellations made fifteen (15) or fewer business days prior to the Reservation Period. Applicants will always be entitled to a return of the security deposit, regardless of when the reservation and Agreement was canceled.</p>
<p>(14) Payment Processing Fees</p>	<p>Applicant is responsible for all payment processing fees that may be charged by the Association in connection with the rental event at the Premises (which fees may include pay to pay fees). Any such payment processing fees charged by the Association are non-refundable.</p>

REQUIRED: PAYMENT OF SECURITY DEPOSIT IS REQUIRED UPON RESERVATION APPROVAL.

Association Initials: _____
 Applicant Initials: _____
 Date: _____

**The Lake House at Grand Central Park Rental Agreement
1039 Lake House Drive, Conroe, Texas 77304**

For purposes of this Premises Rental Agreement (the “**Agreement**”), the foregoing page one and page two shall hereinafter be referred to as the “**Summary Sheet**” and is incorporated herein by reference and is considered part of this Agreement for all purposes. This Agreement is entered into by and between The Grand Central Park Residential Association, Inc. (the “**Association**”), acting by and through its Board of Directors (the “**Board**”) and its assigned agents, and _____ (the person listed as Applicant on the Summary Sheet) (the “**Applicant**”) for the use of certain portions of The Lake House, located at **1039 Lake House Drive, Conroe, Texas 77304** as indicated on the Summary Sheet, together with the fixtures and contents therein, sidewalks and parking lots (collectively, the “**Premises**”) on the date and times listed on the Summary Sheet (the “**Reservation Period**”). Applicant must be an Owner or lessee of a home within Grand Central Park and must be a Member in Good Standing, as those terms are defined the governing documents for Grand Central Park, such definitions incorporated herein for all purposes.

Reservations must be made at least thirty (30) days in advance and up to (i) six (6) months in advance for small events or (ii) nine (9) months in advance for large events. All events are subject to prior written approval by the Association. Upon receipt of a rental application, the Association shall have thirty (30) days to review and approve or disprove of the application (the “**Review Period**”). The Association will provide written notice to the Applicant of its decision by the close of the Review Period. The Association reserves the right, at its sole discretion, to reject any rental of the Premises, and the failure to respond by the Association by the close of the Review Period will constitute a rejection of the rental application.

The Premises are only to be used for private parties. No selling or business services are allowed unless approved by the Board in advance. The Lake House may not be used for political, religious, anti-religious, or illegal purposes. For purposes of this Agreement, weddings are not considered a religious purpose.

Reservations are taken on a first-come, first-served basis; HOWEVER, Applicants are limited to one (1) regular season rental per household per quarter or three (3) month period and one (1) holiday weekend day rental per household per six (6) month period. Regular season rentals are rentals that do not occur on a holiday and do not occur on a Friday, Saturday or Sunday of a holiday weekend. Holiday rentals are rentals that take place on a holiday and/or that take place on a Friday, Saturday or Sunday of a holiday weekend.

Rental of the Premises shall be permitted only during the hours agreed upon as set forth on the Summary Sheet.

NOTE: All rentals are based on availability of Staff. A minimum of ONE (1) Staff are required during each Reservation Period. TWO (2) staff are required for 150 or more guests. The Staff is responsible for coordinating building issues, such as, but not limited to, accessibility, alarms, temperature regulation, opening/locking door(s) for events, stocking restrooms, and making sure the rented space is returned to an orderly manner. NOTE: It is the responsibility of the Applicant to provide a room floorplan through the client portal at least 5 business days prior to the reservation in order to have the space set up, or it will be the Applicant’s responsibility to arrange any tables and chairs reserved for the event. Applicant may request additional staff to assist with mid-event table/chair adjustments, for an additional fee. Unless additional Staff has been reserved, the Staff’s role is to monitor the facility; however, the Staff are not present to help with set-up, serving or clean-up. NOTE: Relocation of outdoor patio furniture or picnic tables is the sole responsibility of the Applicant. Relocation can be outsourced through an Association vendor for an additional charge.

*Availability is based on ability to obtain Staff and is subject to change based on community events, or at the discretion of the Board.

AVAILABLE RENTAL HOURS:

*Rental hours are subject to change, in the sole discretion of the Board, based on the type of rental event being hosted and based on previously scheduled community events.

LARGE EVENTS:

Entire Facility	Monday – Sunday, 10 a.m. – 12 a.m.
The Pavilion	Monday – Sunday, 10 a.m. – 12 a.m.

SMALL EVENTS:

The Grand Room	Monday – Thursday, 6 hours between 4 p.m. – 12 a.m.
	Friday – Sunday, 6 hours between 9 a.m. – 12 a.m.
The Overlook Room	Monday – Sunday, 6 hours between 9 a.m. – 12 a.m.
The Pavilion	Monday – Sunday, 6 hours between 9 a.m. – 12 a.m.

Association Initials: _____
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Date: _____

The Reservation Period includes set-up and clean-up. Music and loud activity must cease by 11:00 p.m.

The Premises are **not** available for rent on the days listed below. **Note: The Rental Fee doubles when utilizing the space on a holiday weekend. For example: if Labor Day falls on a Friday, that following Saturday and Sunday is considered the holiday weekend.**

Thanksgiving Day	Fourth of July	New Year's Eve	Mother's Day
Christmas Eve	Labor Day	New Year's Day	Father's Day
Christmas Day	Memorial Day	Easter	

FEES AND DEPOSIT. Applicant agrees to pay the Association the Security Deposit and all applicable fees set forth on the Summary Sheet, including the Rental Fee as listed on the Summary Sheet for the Reservation Period specified, the Security Officer Fees as listed on the Summary Sheet, and any payment processing fees associated therewith. The Security Deposit may be submitted via a money order or credit card that is separate from the Rental Fees and Security Officer Fees. The Rental Fees and Security Officer Fees are payable via credit card, money order or check. Money orders and checks shall be made payable to **The Grand Central Park Residential Association, Inc.** The Rental Fees and Security Officer Fees shall be paid in full at least thirty (30) days in advance of the Reservation Period. The Rental Fees may be paid in multiple installments, in the sole discretion of the Association. The Security Deposit is due in full upon approval of the rental application. Applicant agrees that a \$40.00 per week charge and a maximum of 18% per annum interest rate will be added to monies owed the Association, including, but not limited to, any monies owed for any returned or invalid checks. When the Rental Fees, Security Officer Fees, and Security Deposit are received, and the Rental Fees and Security Officer Fees have been deposited and have cleared the Association's bank account, the reservation will be considered confirmed if the Premises are available.

- 1. RESERVATION PERIOD.** The Reservation Period shall be the period set forth on the Summary Sheet. The Reservation Period shall include all set up and clean up time. Events should not exceed the time set forth on the Summary Sheet. The doors will be unlocked at the start time of the Reservation Period. **Access will not be granted prior to the reservation time.** The Premises must be cleaned up and vacated by the end time in the Reservation Period. In the event that the Premises are accessed prior to the approved Reservation Period or are not cleaned up and vacated by the end time of the Reservation Period, the Staff Fee will be \$250/hour, with such additional fee to be taken from the Applicant's Security Deposit. During the setup and clean up time, it is the responsibility of the Applicant to setup and take-down any tables and chairs that were reserved for the event, unless the Applicant paid for additional service.
- 2. INSPECTION PRIOR TO USE.** Both the Applicant and an Association representative will inspect the Premises at the beginning and end of the Reservation Period indicated in this Agreement (but not necessarily at the same time.) No individual may accompany the Applicant during the inspection. Both parties will note damages and the condition of the Premises, and the Association representative will take pictures of any damage or issues found during the inspection. Applicant hereby certifies to the Association that Applicant has inspected the Premises and it is expressly agreed that the Premises are accepted by the Applicant in their "AS-IS", "WHERE-IS" condition, "WITH ALL FAULTS".
- 3. WAIVER OF CONSUMER RIGHTS.** ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES REGARDING THE PREMISES, EXPRESSED OR IMPLIED, ARE GIVEN BY THE ASSOCIATION AND/OR ITS ASSIGNED AGENTS, AND APPLICANT WAIVES AND DISCLAIMS ALL OF THE SAME (INCLUDING WITHOUT LIMITATION WARRANTY OF SUITABILITY, HABITABILITY, MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IN ADDITION, APPLICANT WAIVES HIS/HER RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTION. AFTER CONSULTATION WITH AN ATTORNEY OF THEIR OWN SELECTION, APPLICANT HAS VOLUNTARILY CONSENTED TO THIS WAIVER.
- 4. USE RESTRICTIONS.** Violations of the following use restrictions may result in the Applicant being prohibited from renting the Premises for a subsequent rental event for a period of up to 24 months, in the sole discretion of the Association.
 - Applicant must be an Owner or lessee of a home within Grand Central Park, be at least twenty-five (25) years of age, and remain on the Premises at all times during the event.
 - Only those persons who are Members in Good Standing, as defined in the Grand Central Park governing documents, may reserve the Premises for private use. *If the Association discovers that the Applicant is not a Member in Good Standing, then the Association may cancel this Agreement and retain all fees.*
 - Applicant agrees to be responsible and liable for the actions and conduct of all attendees.
 - Applicant agrees that nothing shall be attached or suspended from any part of the walls, ceilings or floor with tape that leaves a sticky residue, tacks, nails, staples or any other item. Decorations must be of a temporary nature. Masking tape is only allowed on glass or plastic surfaces. Painters tape or command strips that will not damage the surface is permitted. No glitter, confetti, rice or birdseed is permitted. No decoration canons or helium balloons are permitted. Any decorations**

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placed higher than 12 feet from the ground must be installed by a licensed and insured vendor. Proof of adequate insurance must be provided prior to the vendor entering the facility and is subject to verification.

- e. Smoking is prohibited at all times inside the facilities. Smoking is only allowed outside in designated areas.
- f. Pets are not allowed within indoor portions of the Premises during an event. Pets may be permitted within outdoor portions of the Premises with prior written approval of the Association. Service animals are allowed.
- g. No stakes may be placed in the ground in the event lawn; however, sandbags may be used to set up decorations. No flames are permitted on the event lawn.
- h. **Glass beverage containers must receive prior approval.**
- i. Applicant agrees that no fees, admissions or cover charges of any nature shall be charged or collected from his/her attendees as a prerequisite or condition of entering the Premises.
- j. Applicant agrees to comply with all municipal, state and federal laws, statutes, ordinances, rules and regulations; all rules and regulations of the Association; and all orders of the Board of Health or other authorities affecting the use of the Premises.
- k. Applicant agrees not to have on the Premises any article or thing of dangerous, inflammable, or explosive character that might increase the chance of eruption of fire on the Premises, or that ordinarily would be considered "hazardous" or "extra hazardous" by any responsible insurance company. Smoke machines are prohibited. Flame candles must be in a container and receive prior approval. Sparklers must be used 15 feet from the building and receive prior approval. Applicant agrees not to have on the Premises any firearms, of any type, other than those carried by certified Security Officers, either municipal, state or federal.
- l. The Association agrees to provide use and control of the Premises to the Applicant for the Reservation Period; however, use may be suspended if Applicant is not in compliance with the rules governing the use of the Premises and the Association has actual knowledge of the violation.
- m. This Agreement cannot be re-assigned or sublet.
- n. KITCHEN - **Storage of supplies prior to and after the event is not available. Coffee supplies are to be provided by Applicant. Cooking and serving utensils are to be provided by Applicant. Ice is not guaranteed. Applicant should arrange for their own ice. Convection oven and coffee maker are available **with advance request**.
- o. FURNITURE – Applicant may not move or rearrange any furniture within the Premises; provided, however, that (i) Applicant may move and rearrange foldable tables and chairs, and (ii) patio furniture and picnic tables may be moved at the sole responsibility of the Applicant or through the Association for an additional cost.
- p. EQUIPMENT – no additional equipment may be added without prior approval. Additional equipment includes, but is not limited to, cooking devices, music/sound systems, special lighting and electrical devices. Inflatable units may be permitted on the Premises with prior approval; provided, however, that bounce houses are not permitted on the Premises at any time.
- q. Sound levels will be monitored and must be kept at a reasonable level, which reasonableness shall be determined in the sole and absolute discretion of either the Association's managers, officers, agents or directors (whether present or not) and/or any Security Officer called to the Premises. For purposes of enforcement of this Agreement, the determination of the Association's managers, officers, agents or directors shall control over the determination of the Security Officer.
- r. Barbeques/Grills/Propane or Other Heaters – The use of any barbeques, grills or heaters must receive prior approval. Local regulations will be enforced (e.g. a burn ban may be in effect).
- s. ADDITIONAL AREAS – Use of any area outside of the Premises is prohibited.
- t. Applicant and Applicant's agents, contractors, licensees, invitees, participants and/or guests are required to drive and park motor vehicles in accordance with the applicable laws and posted regulations. Parking is permitted only in designated areas. Parking for approximately 75 vehicles is available for The Lake House rentals.
- u. Use of the Premises for political, religious, or illegal purposes is prohibited. The Board reserves the right to deny applications that are deemed to be political or religious in nature, as determined in the sole and absolute discretion of the Board.
- v. Only the Staff is permitted to regulate temperature; the Applicant may not adjust the temperature of the Premises at any time.
- w. Applicant's guests must remain in the general area of The Lake House. There shall be no loitering in cars or in the parking lot, or on streets or sidewalks. Parking is only in designated areas.
- x. Applicant and Applicant's guests must refrain from abusive or profane language or behavior.

5. INDEMNIFICATION

- a. Applicant assumes all risk of all loss or damage to any materials, equipment or other property of Applicant and Applicant's attendees or the Association, and the Association shall have no obligation, responsibility or liability with respect thereto.
- b. **APPLICANT ACKNOWLEDGES THE INHERENT RISKS INVOLVED IN THE USE OF THE PREMISES, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, AND DEATH. APPLICANT ALSO ACKNOWLEDGES THAT USE OF THE PREMISES IS POTENTIALLY DANGEROUS AND THAT THE TYPE OF INJURY OR DAMAGE DESCRIBED ABOVE CAN OCCUR WHEN USING THE PREMISES. APPLICANT ALSO ACKNOWLEDGES THE RISK OF CONTRACTING THE VIRUS THAT CAUSES COVID-19 (AND ANY VARIANTS THEREOF) ASSOCIATED WITH USE OF THE PREMISES. APPLICANT FURTHER ACKNOWLEDGES THAT THERE MAY BE POTENTIALLY DANGEROUS CONDITIONS THAT MAY EXIST WITHIN AND AROUND THE**

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PREMISES SUCH AS, BY WAY OF ILLUSTRATION AND NOT LIMITATION, THE FOLLOWING: HOLES, STREAMS, ROOTS, STUMPS, DITCHES, GULLIES, STANDING WATER, FLOODING, EROSION AND/OR INSTABILITY OF NATURAL TOPOGRAPHY, INSECTS, REPTILES AND/OR ANIMALS. APPLICANT HEREBY ACKNOWLEDGES THAT THE APPLICANT’S USE OF THE PREMISES IS DONE WITH FULL KNOWLEDGE AND DISCLOSURE OF THE RISKS AND DANGERS ASSOCIATED WITH SUCH USE. APPLICANT SHALL COMPLY (AND SHALL CAUSE ANY GUESTS, INVITEES, OR LICENSEES OF APPLICANT TO COMPLY) WITH THE ASSOCIATION’S RULES, REGULATIONS, GUIDELINES, POLICIES, AND RESTRICTIONS AND ANY LOCAL OR FEDERAL GUIDANCE OR RULES GOVERNING APPLICANT’S (AND APPLICANT’S GUESTS’, INVITEES’, AND LICENSEES’) USE OF THE PREMISES.

- c. APPLICANT HEREBY ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, DEATH, AND DAMAGES OF ANY KIND (COLLECTIVELY, “DAMAGE”), SUSTAINED BY APPLICANT OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO APPLICANT’S (OR APPLICANT’S GUESTS’, INVITEES’, OR LICENSEES’) PRESENCE IN OR USE OF THE PREMISES. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION, CONROE CS TEXAS HOLDINGS LP, JOHNSON CONROE CS GP LLC, GCP LOAN SUBSIDIARY 1 LP, GCP LOAN SUB 1, LLC, JOHNSON CONROE CS INVESTORS LLC, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS (OF AN LLC), COMMITTEE MEMBERS, EMPLOYEES, PARTNERS, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, CONTRACTORS, SUBCONTRACTORS OF ANY TIER, SISTER AND PARENT COMPANIES, SUBSIDIARIES, AND INTERRELATED COMPANIES (COLLECTIVELY, THE “INDEMNIFIED PARTIES”). APPLICANT ACKNOWLEDGES THAT INDEMNIFIED PARTIES ARE NOT INSURERS AND THAT APPLICANT ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND APPLICANT FURTHER ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE APPLICANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE PREMISES.
 - d. APPLICANT SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY APPLICANT OR BY ANY GUESTS, INVITEES, OR LICENSEES OF APPLICANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO APPLICANT’S OR ANY OF SUCH THIRD PARTIES’ PRESENCE IN OR USE OF THE PREMISES. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES’ OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.
 - e. The Association agrees to use its best efforts to make the Premises available during the Reservation Period. The Applicant agrees that the Association shall not be liable for damages by reason of non-availability of the Premises caused by events outside of the Association’s control or in the event this Agreement is canceled or terminated by the Association.
6. **CLEANING.** *Applicant shall clean the Premises immediately after use. Applicant agrees to leave the Premises in a clean and orderly condition at the expiration of the Reservation Period.* Upon inspection, if the Premises is found damaged or not returned to the condition it was before the private use, this may result in a forfeiture of a portion of the Security Deposit in order to pay a third party to clean the Premises. ***Garbage is to be removed and placed in the outside dumpster. Garbage bags are to be supplied by Applicant.*** If additional janitorial services are needed due to the nature of the event, the costs will be the Applicant’s responsibility. Applicant agrees to pay, as a part of the Rental Fees, a cleaning fee which shall be used by the Association to ensure that the Premises are clean at the end of the Reservation Period. Applicants may not hire a third-party cleaning company to assist in the clean-up of the Premises. If the area is not cleaned after the event, additional charges on top of the mandatory cleaning fee will be removed from the owner’s security deposit.
7. **SECURITY DEPOSIT.** The Association will process payments of the Security Deposit upon receipt thereof, and Applicant authorizes the Association to apply the Security Deposit to charges and any other expenses or charges stipulated herein to be the responsibility of the Applicant, including but not limited to, costs to clean, repair damage and any amounts owed to the Association, as provided below:

Event décor items or trash left after event (not to include personal items like a phone or sunglasses)	Forfeiture of 50% of the Security Deposit
Unapproved Alcohol Use	Forfeiture of 100% of the Security Deposit
Over time	Forfeiture of \$250/hour after the first 5 minutes overtime

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Additional Cleaning	Forfeiture of the cost of the additional cleaning or \$350, whichever is greater
Damage	Forfeiture of the cost of the damage
Moving of furniture	Forfeiture of a minimum of 50% of the Security Deposit
Event Cancellation due to Officer discretion	Forfeiture of 100% of the Security Deposit
Other Rules violations	Forfeiture of a minimum of 25% of the Security Deposit

8. **QUESTIONNAIRE.** Applicant is required to completely and accurately fill out the Questionnaire, attached as Exhibit "A" to this Agreement and incorporated by reference herein for all purposes. The questionnaire is due fourteen (14) days in advance of the Reservation Period.

9. **RENTAL INSPECTION FORM.** To ensure clarity regarding the condition of the Premises prior to and at the conclusion of the use, Applicant must arrive 30 minutes prior to the start of the term to complete, with an Association representative, the initial section of the Grand Central Park Facilities Rental Inspection Form, attached to this Agreement as Exhibit "B" and incorporated in this Agreement for all purposes (the "**Rental Inspection Form**"). Applicant must also complete the Rental Inspection Form at the conclusion of the term with the Association representative.

 The Association's representative will (i) inspect the Premises after the Reservation Period, (ii) determine the costs and charges, if any, that apply, and (iii) return any remaining balance of the Security Deposit to Applicant within thirty (30) days after any necessary repairs or cleanings are completed and the Rental Inspection Form is returned (this will be provided upon confirmation). ****The balance of the Security Deposit will be returned within thirty (30) days after the Rental Inspection Form is returned to the Association.***

10. **DAMAGE.** Applicant agrees to be responsible and liable for any and all damages to the Premises, including damage to any furniture within the Premises, or additional cleaning needed that is found immediately after the Reservation Period. The liability of the Applicant is not limited by the amount of the Security Deposit. The Association may subtract from the Security Deposit any amounts necessary in order to repair damage to the Premises.

11. **UNPAID COSTS AND CHARGES.** Applicant will be invoiced for any costs or charges in excess of the Security Deposit. Applicant agrees to pay said invoice within ten (10) days from receipt of the invoice. If payment is not received within this time, it will be charged to the lot owner's assessment account and shall be supported by the lien created in the governing documents for Grand Central Park, and the Association may proceed with legal action to collect payment and Applicant agrees to bear the cost of such action, including but not limited to, reasonable attorneys' fees and court costs. Any amount not paid within the times specified herein shall bear the interest and charges provided for in this Agreement.

12. **CANCELLATION.** An applicant may cancel this reservation and Agreement at any time prior to the Reservation Period. If Applicant cancels at least thirty (30) business days prior to the Reservation Period, Applicant will be entitled to a full refund of the Rental Fee, Security Officer Fee and Security Deposit. If Applicant cancels fewer than thirty (30) but greater than fifteen (15) business days prior to the Reservation Period, Applicant will be entitled to a full refund of the Security Deposit and a fifty percent (50%) refund of the Rental Fee. If Applicant cancels fifteen (15) or fewer business days prior to the Reservation Period, Applicant shall be entitled to a refund of the Security Deposit only, and the Association shall retain the Rental Fee. The Association reserves the right to cancel or terminate this Agreement at any time for violations of the covenants, conditions or rules contained herein, or that may be promulgated by the Association from time to time. If the event does not occur or is interrupted due to weather or other incidents such as rain, lightning strike, power outages, tornado, hurricane, fire, flood, pandemic, national or state shut down or other disaster or events caused by nature or a third party, The Association bears no responsibility or liability and all payments made before the incident or disaster are not refundable. The Association suggests the Applicant obtain Event Cancellation / Postponement Insurance in case such cancellation or postponement is necessary.

13. **INSURANCE AND PROTECTION OF PREMISES.** The Association reserves the right to require Applicant, in the Board's sole and absolute discretion, to provide at Applicant's sole expense, property event and/or liability insurance coverage; however, in the event that Applicant is a corporation, partnership, limited liability company or any other entity recognized by the State of Texas, Applicant shall carry one million dollars of general liability insurance and appropriate event coverage and shall name the Indemnified Parties, noted above, as additional named insureds on the insurance policy. The Applicant shall provide the Association a certificate of insurance within five (5) days of the event, which shows the Indemnified Parties as additional insureds.

Association Initials: _____
 Applicant Initials: _____
 Date: _____

14. **VENDORS.** Applicant may contract with third-party vendors to perform services at the Premises during the event. The Association reserves the right, without the obligation, to review and approve or disapprove of any vendors, in its sole discretion. No vendor who has been disapproved by the Association may perform services at the Premises during the event. In addition, the Association reserves the right, without the obligation, to require a vendor to have and maintain commercial general liability insurance naming the Indemnified Parties as additional insureds at all times during the duration of the event at the Premises. Applicant must provide the Association with the name, contact information, and certificate of insurance (if requested by the Association) for all vendors assisting with the event at least fourteen (14) days prior to the event. Applicant is responsible for ensuring that all vendors assisting with the event comply with the terms of this Agreement. A violation of the terms of this Agreement by a vendor may result in the forfeiture of a portion of the Security Deposit, as provided in this Agreement.
15. **UNIFORMED SECURITY.** The Association has the right in its sole and absolute discretion, but not the obligation, to require uniformed law enforcement officers for any and all events. Uniformed law enforcement officers shall mean off-duty city police, constables, sheriff's department officers, or third-party licensed security officers ("**Security Officer(s)**") whose duty is to ensure compliance with the use restrictions in this Agreement and with the rules governing the Lake House. In the event the Association determines that Security Officer(s) are necessary for an event, then the Association will hire the Security Officer(s). All costs for security shall be paid for by Applicant. In the event Security Officers are required to be present, they shall be present from the beginning of the event until the last person leaves the Premises. Any event deemed unruly by the Security Officers may be shut down in the sole and absolute discretion of the Security Officers. If an event is shut down by the Security Officers, the Applicant shall not be reimbursed any of the Rental Fees and shall forfeit 100% of the Security Deposit. One Security Officer is required for every 50 people present at the event, up to 150 people, and/or if alcohol will be present or served at the event.
16. **ALCOHOL.** In the event that alcohol is served at an event, it shall be the sole responsibility of Applicant to provide and serve the alcohol, and the Applicant acknowledges that the Association will not be providing or serving any alcohol at the event. Moreover, it shall be the responsibility of the Applicant to pay for and receive all permits required to serve, provide and/or consume alcohol. Additionally, the Applicant shall be responsible for learning and following all legal requirements when it comes to serving, providing and/or consuming alcohol at an event. All servers recruited to serve alcohol (i) shall be certified by the Texas Alcoholic Beverage Commission, (ii) may not be permitted to consume alcohol during the duration of the event, and (iii) must remain for the duration of the event while alcohol is present. All servers must display their TABC license during the event.

Notwithstanding anything else herein, if alcohol will be served at an event, Security Officers shall be present from the beginning of the event until the last person leaves the Premises, as set forth above. The Applicant shall follow all the requirements set forth in this Agreement regarding Security Officers.

If alcohol will be served, the Applicant must disclose same on the Summary Sheet when submitting this Agreement for approval. The failure to disclose pursuant to this section may result in immediate cancellation of this Agreement in the event that alcohol is served on the Premises.

If alcohol will be served, all open containers of alcohol must remain inside the Premises at all times during the duration of the rental event.

17. **MISCELLANEOUS.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties to this Agreement are performable in Montgomery County, Texas. In the event the Association is compelled to retain the services of an attorney to enforce any of the provisions of or collect any sums due under this Agreement, the Association shall be entitled to charge such attorney's fees to Applicant. Applicant waives any constitutional, statutory, or common law right to sovereign or governmental immunity from liability or suit and expressly consents to be sued and liable to the extent necessary for the Association to enforce this Agreement. This Agreement shall not be assigned by Applicant for any reason and any such assignment is void and of no legal effect. The rights and obligations of this Agreement shall survive the termination of the Rental Period and this Agreement.

Any notice, tender, or delivery to be given by either party to the other under this Agreement shall be sufficient if in writing and sent via hand delivery or by registered or certified mail, postage paid, return receipt requested, and shall be deemed received the earlier of actual receipt, or deposit in the United States mail. If to Applicant, notices shall be sent to Applicant's address herein and if to the Association, notices shall be sent to Capital Consultants Management Corporation, 1039 Lake House Drive, Conroe TX 77304. This Agreement is binding upon Applicant and Applicant's heirs, executors, administrators, legal representatives, successors, and assigns (when permitted by the Association). If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability of any one provision does not affect any other provision of this Agreement, and this Agreement shall be construed as if such illegal, or unenforceable provision was never in the

Association Initials: _____
Applicant Initials: _____
Date: _____

The Grand Central Park Residential Association, Inc.
 The Lake House Weddings & Occasions Premises Rental Agreement

Agreement. This Agreement is the only agreement between the parties and supersedes any prior written or oral understanding between the parties about rental of the Premises.

Any changes to this Agreement shall be in writing and executed by all parties to the Agreement. All of the rights, duties and obligations of the parties are completely and fully set forth in this Agreement. Each party to this Agreement, in their stated capacity, acknowledges that they have read and understood the provisions of this Agreement prior to their execution, that each has obtained the advice and assistance of counsel, and that each signs this Agreement with full knowledge and understanding of the consequences of their acts. Each party further acknowledges that they have, through their respective counsel, participated in the preparation of this Agreement and that it is understood that no provision hereof shall be construed against any party by virtue of the activities of such party or by their attorneys in the preparation and execution of this Agreement.

Subject to the requirements and rules in this Agreement, the Association is relinquishing control of the Premises for the Rental Period.

Each of the parties agrees that this Agreement is binding and that the terms hereof are material as well as contractual. This Agreement is the result of arms-length negotiations, and any interpretation of its provisions shall not be made in greater favor of one of the parties over any other party hereto. This Agreement shall be governed by the laws of the State of Texas, with mandatory venue in Montgomery County, Texas. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall be binding on the parties and shall be effective on the date last subscribed below.

SIGNED, this the _____ day of _____, 20_____.

RENTAL APPLICANT

THE GRAND CENTRAL PARK RESIDENTIAL ASSOCIATION, INC.

Signed by: _____

Signed by: _____

Print Name: _____

Print Name: _____

Address: _____

Print Title: _____

Telephone: _____

Telephone: _____

Email: _____

Email: _____

This completed Agreement and required checks/money order may be delivered or mailed to The Grand Central Park Residential Association, Inc., c/o Capital Consultants Management Corporation, 1039 Lake House Drive, Conroe TX 77304.

Please Do Not Write Below This Line

Checks	Ck Amount	Ck Number	Ck Date	Staff	Returned
Rental Fee					refundable with restrictions
Security Deposit					see Agreement for restrictions
Return Check Fee					non-refundable
Security Officer Fee					refundable with restrictions

Cancellation					see Agreement for restrictions
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Association Initials: _____
 Applicant Initials: _____
 Date: _____

EXHIBIT "A"

(Questionnaire to be completed by Applicant follows. To be completed and returned 14 days before event.)

Host Name:		Address:	
Phone:			
Secondary Contact Information			
Email:			
Date of Event:			
Reservation Period:		Event Start & End Time:	
Type of Event:		Final Est. Guest Count:	
Area Reserved:	<input type="checkbox"/> The Entire Facility <input type="checkbox"/> The Pavilion <input type="checkbox"/> The Grand Room <input type="checkbox"/> The Overlook Room <input type="checkbox"/> The Lobby		
Alcohol:	Will alcohol be served? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, you must have a TABC server present. Do you need a contact for booking a recommended TABC server? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Security Officer(s):	Security Officers are required for events serving alcohol and/or over 50 guests. Security Officers Needed: _____ x No. of Hours (4 minimum) _____ Event Time Frame Needed: _____ <u>Officers must remain present until the last person leaves the premises.</u>		
Vendors:	Please list all vendors with contact information who will be participating or assisting with your event.		
Tables & Chairs:	If you have reserved an indoor space and wish to use the tables & chairs, please complete the following. For reservations at The Pavilion, patio furniture and picnic tables may be moved at the sole responsibility of the Applicant or through the Association for an additional cost. Do you want to use The Lake House tables & chairs? <input type="checkbox"/> Yes <input type="checkbox"/> No * You must complete your floor plan in the planning pod portal 5 days prior to your event to ensure proper setup of tables and chairs. # Chairs _____ # 60" Round Tables _____ #6' Rectangle Tables _____ #Cocktail Tables _____ <i>Available (subject to change): 125 chairs, 12 - 60" round tables, 8 - 6' rectangle tables, 7 - cocktail tables</i>		
Audio & Visual:	Please select the appropriate box if you plan to use the sound or TV equipment. <input type="checkbox"/> Grand Room TV <input type="checkbox"/> Grand Room Speakers <input type="checkbox"/> Grand Room Kitchen TV <input type="checkbox"/> Overlook Speakers <input type="checkbox"/> Pavilion Speakers <input type="checkbox"/> Microphone		

Association Initials: _____ Date: _____
 Applicant Initials: _____

EXHIBIT "B"

The Grand Central Park Rental Inspection Form
Grand Room

Must be completed by the Applicant and an Association representative prior to and after the conclusion of the Rental Period.

Applicant Name: _____ Telephone: _____
 Association Representative: _____
 Pre-Rental Walkthrough: Date: _____ Time: _____
 Post-Rental Walkthrough: Date: _____ Time: _____

Item	Pre-Rental Condition			Post-Rental Condition			Comments:
	Excellent	Good	Bad	Excellent	Good	Bad	
Light Fixtures							
Walls							
Doors							
Windows							
Restrooms – Walls, Floors, Stalls							
Tables (if applicable)							
Chairs (if applicable)							
Television Screen							
Surround Sound							
Floors							
Sink							
Ice Maker							
Convection Oven							
Coffee Maker							
Other Equipment:							

Additional Comments: _____

Violations of the provisions of The Lakehouse at Grand Central Park Rental Agreement (the “**Agreement**”), including damage to any of the above listed items, may result in the Applicant being prohibited from renting the Premises for a subsequent rental event for a period of up to 24 months, in the sole discretion of the Association.

Applicant authorizes the Association to apply the security deposit paid pursuant to the Agreement to charges and any other expenses or charges stipulated in the Agreement to be the responsibility of the Applicant, including, but not limited to, costs to clean and repair damage to the Premises, including to the above listed items, and any amounts owed to the Association, as provided below:

Association Initials: _____ Date: _____
 Applicant Initials: _____

The Grand Central Park Residential Association, Inc.
 The Lake House Weddings & Occasions Premises Rental Agreement

Event décor items or trash left after event (not to include personal items like a phone or sunglasses)	Forfeiture of 50% of the Security Deposit
Unapproved Alcohol Use	Forfeiture of 100% of the Security Deposit
Over time	Forfeiture of \$250/hour after the first 5 minutes overtime
Additional Cleaning	Forfeiture of the cost of the additional cleaning or \$350, whichever is greater
Damage	Forfeiture of the cost of the damage
Moving of furniture	Forfeiture of a minimum of 50% of the Security Deposit
Event Cancellation due to Officer discretion	Forfeiture of 100% of the Security Deposit
Other Rules violations	Forfeiture of a minimum of 25% of the Security Deposit

Pre-Rental Signatures: _____
 Applicant

 Association Representative

Post-Rental Signatures: _____
 Applicant

 Association Representative

Association Initials: _____
 Applicant Initials: _____
 Date: _____

The Grand Central Park Rental Inspection Form
Overlook Room

Must be completed by the Applicant and an Association representative prior to and after the conclusion of the Rental Period.

Applicant Name: _____ Telephone: _____

Association Representative: _____

Pre-Rental Walkthrough: Date: _____ Time: _____

Post-Rental Walkthrough: Date: _____ Time: _____

Item	Pre-Rental Condition			Post-Rental Condition			Comments:
	Excellent	Good	Bad	Excellent	Good	Bad	
Light Fixtures							
Walls							
Doors							
Windows							
Restrooms – Walls, Floors, Stalls							
Tables (if applicable)							
Chairs (if applicable)							
Surround Sound							
Floors							
Elevator							
Coffee Maker							
Other Equipment:							

Additional Comments: _____

Violations of the provisions of The Lakehouse at Grand Central Park Rental Agreement (the “**Agreement**”), including damage to any of the above listed items, may result in the Applicant being prohibited from renting the Premises for a subsequent rental event for a period of up to 24 months, in the sole discretion of the Association.

Applicant authorizes the Association to apply the security deposit paid pursuant to the Agreement to charges and any other expenses or charges stipulated in the Agreement to be the responsibility of the Applicant, including, but not limited to, costs to clean and repair damage to the Premises, including to the above listed items, and any amounts owed to the Association, as provided below:

Association Initials: _____
 Applicant Initials: _____
 Date: _____

The Grand Central Park Rental Inspection Form
Pavilion

Must be completed by the Applicant and an Association representative prior to and after the conclusion of the Rental Period.

Applicant Name: _____ Telephone: _____
 Association Representative: _____
 Pre-Rental Walkthrough: Date: _____ Time: _____
 Post-Rental Walkthrough: Date: _____ Time: _____

Item	Pre-Rental Condition			Post-Rental Condition			Comments:
	Excellent	Good	Bad	Excellent	Good	Bad	
Fans							
Picnic Tables							
Floors							
Restrooms – Walls, Floors, Stalls							
Surround Sound							
Grass/Landscape							
Other Equipment:							

Additional Comments: _____

Violations of the provisions of The Lakehouse at Grand Central Park Rental Agreement (the “**Agreement**”), including damage to any of the above listed items, may result in the Applicant being prohibited from renting the Premises for a subsequent rental event for a period of up to 24 months, in the sole discretion of the Association.

Applicant authorizes the Association to apply the security deposit paid pursuant to the Agreement to charges and any other expenses or charges stipulated in the Agreement to be the responsibility of the Applicant, including, but not limited to, costs to clean and repair damage to the Premises, including to the above listed items, and any amounts owed to the Association, as provided below:

Event décor items or trash left after event (not to include personal items like a phone or sunglasses)	Forfeiture of 50% of the Security Deposit
Unapproved Alcohol Use	Forfeiture of 100% of the Security Deposit
Over time	Forfeiture of \$250/hour after the first 5 minutes overtime
Additional Cleaning	Forfeiture of the cost of the additional cleaning or \$350, whichever is greater
Damage	Forfeiture of the cost of the damage
Moving of furniture	Forfeiture of a minimum of 50% of the Security Deposit
Event Cancellation due to Officer discretion	Forfeiture of 100% of the Security Deposit
Other Rules violations	Forfeiture of a minimum of 25% of the Security Deposit

Association Initials: _____
 Applicant Initials: _____
 Date: _____

The Grand Central Park Residential Association, Inc.
The Lake House Weddings & Occasions Premises Rental Agreement

Pre-Rental Signatures: _____
Applicant

Association Representative

Post-Rental Signatures: _____
Applicant

Association Representative

Association Initials: _____
Applicant Initials: _____
Date: _____