



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

(1) Name of Applicant															
(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"/> <b>LARGE EVENT (100 or more guests)</b> <b>NOTE:</b> <u>Large events</u> are booked from 10am to 12am.  <input type="checkbox"/> <b>SMALL EVENT (up to 100 guests)</b> <b>NOTE:</b> <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:  <b>NOTE:</b> 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.  <b>NOTE:</b> 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. <b>NOTE:</b> 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 (" <b>Premises</b> ") and Rental Fee (refundable with restrictions)	<b>LARGE EVENTS: (100 or more guests)</b> <input type="checkbox"/> Entire Facility <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; padding: 5px;">- Max 150 guests indoors</td> <td style="width: 50%; text-align: center; padding: 5px;">- Max 400 guests</td> </tr> <tr> <td style="text-align: center; padding: 5px;">- \$6,000.00</td> <td style="text-align: center; padding: 5px;">- \$2,000.00</td> </tr> </table> <b>SMALL EVENTS: (up to 100 guests)</b> <input type="checkbox"/> The Grand Room <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; padding: 5px;">- Max 100 guests</td> <td style="width: 50%; text-align: center; padding: 5px;">- Max 49 guests</td> </tr> <tr> <td style="text-align: center; padding: 5px;">- \$1,000.00</td> <td style="text-align: center; padding: 5px;">- \$650.00</td> </tr> </table> <input type="checkbox"/> The Pavilion <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; padding: 5px;">- Max 100 guests</td> <td style="width: 50%; text-align: center; padding: 5px;">- Max 49 guests</td> </tr> <tr> <td style="text-align: center; padding: 5px;">- \$800.00</td> <td style="text-align: center; padding: 5px;">- \$650.00</td> </tr> </table> <b>NOTE:</b> Make checks payable to: <i>The Grand Central Park Residential Association, Inc., c/o Capital Consultants Management Corporation, 1039 Lake House Dr., Conroe, TX 77304</i> <b>NOTE:</b> 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. <b>NOTE:</b> If the event is scheduled on a holiday weekend, the Rental Fee will be doubled.			- Max 150 guests indoors	- Max 400 guests	- \$6,000.00	- \$2,000.00	- Max 100 guests	- Max 49 guests	- \$1,000.00	- \$650.00	- Max 100 guests	- Max 49 guests	- \$800.00	- \$650.00
- Max 150 guests indoors	- Max 400 guests														
- \$6,000.00	- \$2,000.00														
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- \$800.00	- \$650.00														

Association Initials: \_\_\_\_\_

Date: \_\_\_\_\_

Applicant Initials: \_\_\_\_\_

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

	<p>Security Officers [1] (One Minimum) _____ x No. of hours (four minimum) _____ x \$45.00 hr. [2] = _____  <i>[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</i></p> <p>Event Start Time: _____ Reservation End Time: _____</p> <p><b>NOTE:</b> Security Officers are to be paid for the <b>total</b> 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><b>NOTE:</b> 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><b>NOTE:</b> 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>(10) Security Officer Fees  <i>* Refundable with restrictions</i></p>	<p>Returned Check Fee: \$40.00</p>
<p>(11) Administrative Fees  <i>*Non-refundable</i></p>	<p>LARGE EVENTS: (100 or more guests)  <input type="checkbox"/> \$2,000.00</p> <p>SMALL EVENTS: (up to 100 guests)  <input type="checkbox"/> \$1,000.00</p> <p><b>NOTE:</b> Payment may be made via Credit Card, Check, or Money Order.</p> <p><b>NOTE:</b> 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></p> <p><b>NOTE:</b> 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 30 or more business days prior to the Reservation Period. A 50% refund of the Rental Fee and Security Officer Fee will be provided for cancellations made between 30 and 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 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 are referred to in this Agreement as the “*Summary Sheet*” and are incorporated in this Agreement by reference and considered part of this Agreement for all purposes. This Agreement is entered into by and between The Grand Central Park Residential Association, Inc., a Texas nonprofit corporation (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, contents, sidewalks, and parking lots located in and at The Lake House (collectively, the “*Premises*”) on the date and times listed on the Summary Sheet (the “*Reservation Period*”).

Reservations must be made at least 30 days in advance and up to (i) 6 months in advance for small events or (ii) 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 will have 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 may only be used for private parties. No selling or business services or any activities that produce revenue or that are intended to produce revenue (whether or not revenue is actually produced) are allowed unless approved by the Board in advance.

**Reservations are taken on a first-come, first-served basis; HOWEVER, Applicants are limited to 1 regular season rental per quarter or 3 month period and 1 holiday weekend day rental per 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 or that take place on a Friday, Saturday, or Sunday of a holiday weekend.**

Rental of the Premises is 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 staff member is required during each Reservation Period. TWO staff members are required for 150 or more guests. The staff is responsible for coordinating building issues, such as, by way of illustration and not in limitation, accessibility, alarms, temperature regulation, opening, and 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 and chair adjustments, for an additional fee. Unless additional staff has been reserved, the staff's role is to monitor the Premises; however, the staff are not present to help with set-up, serving or clean-up. NOTE: Relocation of outdoor patio furniture and 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.

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 check, 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 must be made payable to ***The Grand Central Park Residential Association, Inc.*** The Rental Fees and Security Officer Fees must be paid in full at least 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.
- RESERVATION PERIOD.** The Reservation Period is the period set forth on the Summary Sheet. The Reservation Period includes all set up and clean up time. Events may 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.
- 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 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".
- WAIVER OF CONSUMER RIGHTS.** ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE PREMISES ARE GIVEN BY THE ASSOCIATION OR ITS ASSIGNED AGENTS, AND APPLICANT WAIVES AND DISCLAIMS ALL OF THE SAME (INCLUDING, WITHOUT LIMITATION, WARRANTY OF SUITABILITY, HABITABILITY, MARKETABILITY, AND 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 HIS/HER OWN SELECTION, APPLICANT HAS VOLUNTARILY CONSENTED TO THIS WAIVER.
- 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 at least 25 years of age and must remain on the Premises at all times during the event.
  - Applicant agrees to be responsible and liable for the actions and conduct of all attendees.
  - Applicant agrees that nothing may 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 and command strips that will not damage the surface are permitted. No glitter, confetti, rice, or birdseed is permitted. No decoration canons or helium balloons are permitted.**

Association Initials: \_\_\_\_\_

Applicant Initials: \_\_\_\_\_

Date: \_\_\_\_\_

**Any decorations 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 Premises and is subject to verification.**

- d. Smoking is prohibited at all times inside the Premises. Smoking is only allowed outside in designated areas.
- e. Animals are not allowed within indoor portions of the Premises during an event unless otherwise authorized by law. Animals may be permitted within outdoor portions of the Premises with prior written approval of the Association or as authorized by law. This provision is not intended to exclude from the Premises any animal that is authorized to so remain by state or federal law. If it is found that this provision is in violation of any law, then this provision must be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.
- f. 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.
- g. **Glass beverage containers must receive prior written approval from the Association.**
- h. Applicant agrees that no fees, admissions, or cover charges of any nature may be charged or collected from his/her attendees as a prerequisite or condition of entering the Premises.
- i. 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.
- j. 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 from the Association. Sparklers must be used 15 feet from the building and receive prior written approval from the Association.
- k. The Association agrees to use its best efforts to make the Premises available during the Reservation Period. The Applicant agrees that the Association is not 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. Furthermore, use of the Premises 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.
- l. This Agreement cannot be re-assigned or sublet.
- m. Storage of supplies prior to and after the event is not available. Coffee supplies must be provided by Applicant. Cooking and serving utensils must 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**.
- n. 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.
- o. No additional equipment may be added without prior written approval of the Association. Additional equipment includes, but is not limited to, cooking devices, music or sound systems, special lighting and electrical devices. Inflatable units may be permitted on the Premises with prior written approval of the Association; provided, however, that bounce houses are not permitted on the Premises at any time.
- p. Sound levels will be monitored and must be kept at a reasonable level, which reasonableness will be determined in the sole and absolute discretion of either the Association's managers, officers, agents or directors (whether present or not) 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 controls over the determination of the Security Officer.
- q. The use of any barbeques, grills, or heaters must receive prior written approval from the Association. Local regulations will be enforced (e.g. a burn ban may be in effect).

Association Initials: \_\_\_\_\_  
Applicant Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

- r. Use of any area outside of the Premises is prohibited. Applicant's guests must remain in the general area of The Lake House at all times during the event. There may be no loitering in cars or in the parking lot, or on streets or sidewalks.
- s. Applicant and Applicant's agents, contractors, licensees, invitees, participants, and guests are required to 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.
- t. Only the staff is permitted to regulate temperature; the Applicant may not adjust the temperature of the Premises at any time.
- u. Applicant and Applicant's guests must refrain from abusive or profane language or behavior.

## 6. INDEMNIFICATION

### a. Indemnification

Applicant acknowledges the inherent risks involved in the use of the Premises (including the serving of food and alcohol, as applicable per this Agreement), 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 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 must comply (and must 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.

**APPLICANT 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, A DELAWARE LIMITED PARTNERSHIP, JOHNSON CONROE CS GP LLC, A TEXAS LIMITED LIABILITY COMPANY, THE ASSOCIATION'S MANAGEMENT COMPANY, AND EACH OF THEIR RESPECTIVE CURRENT AND FORMER SHAREHOLDERS, PARTNERS, MEMBERS (OF A FOR-PROFIT ENTITY), DIRECTORS, COMMITTEE MEMBERS, MANAGERS, VOLUNTEERS, REPRESENTATIVES, 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 THE 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.**

**APPLICANT MUST INDEMNIFY, PROTECT, HOLD HARMLESS, DEFEND (ON DEMAND), AND RELEASE 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, DEFEND, AND RELEASE INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS**

Association Initials: \_\_\_\_\_

Applicant Initials: \_\_\_\_\_

Date: \_\_\_\_\_

**OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR  
CONTRIBUTORY CAUSE OF ANY CLAIM.**

b. Third-Party Claims

If any action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or other matter is asserted or instituted, or any other event occurs, in each case by a person or entity not a party to this Agreement (each, a "**Third-Party Claim**") relating to any matter as to which any Indemnified Party is entitled to indemnification pursuant to this Agreement, then the Indemnified Party must promptly notify Applicant of such Third-Party Claim, provided that the failure to so notify the Applicant does not relieve the Applicant of its obligations pursuant to this section. The Applicant's duty to defend applies immediately, regardless of whether an Indemnified Party has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any Third-Party Claim. An Indemnified Party may select its own legal counsel to represent its interests, and the Applicant must (i) reimburse such Indemnified Party for its costs and attorneys' fees immediately and upon request as they are incurred; and (ii) remain responsible to such Indemnified Party for any damage or losses indemnified pursuant to this Agreement. Applicant may not, without the applicable Indemnified Parties' prior written consent, settle or compromise any claim or consent to the entry of any judgment regarding which indemnification is being sought pursuant to this Agreement. Further, in the event Third-Party Claims are or have been asserted or instituted against Applicant and one or more Indemnified Parties, and such Third-Party Claims relate to or arise out of the same event, occurrence, or transaction (or a series of events, occurrences, or transactions), then Applicant must cause any settlement of such Third-Party Claims asserted or instituted against Applicant to also include, without limitation, a comprehensive settlement and release of claims against such Indemnified Parties. Before any use of the Premises, the Applicant shall (A) cause its insurance policies (if insurance is required by this Agreement) to be endorsed so that the policies comply with this Agreement; (B) cause its insurance carriers to comply with this Agreement; and (C) not permit its insurance carriers to settle any such Third-Party Claims asserted or instituted against the Applicant without also obtaining a comprehensive settlement and release of claims against the Indemnified Parties.

c. Other Claims

Any Indemnified Party may make a claim for indemnification pursuant to this Agreement that does not involve a Third-Party Claim by providing notice to the Applicant.

d. Third-Party Beneficiaries

The parties designate the Indemnified Parties (other than the Association) as third-party beneficiaries of this Section 6, having the right to enforce this Section 6.

**7. CLEANING.** *Applicant must clean the Premises immediately after use. Garbage must be removed and placed in the outside dumpster. Garbage bags must be supplied by Applicant. 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 same condition it was in before the private use, the Association may deduct a portion of the Applicant's Security Deposit in order to pay a third party to clean the Premises. 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 will 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 Applicant's Security Deposit.

**8. 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 in this Agreement 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

Association Initials: \_\_\_\_\_

Applicant Initials: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

10. **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 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 30 days after the Rental Inspection Form is returned to the Association.**

11. **DAMAGE.** Applicant is responsible and liable for any and all damages to the Premises, including damage to any furniture within the Premises, and 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.

12. **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 10 days from receipt of the invoice. If payment is not received within this time, 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 in this Agreement will bear the interest and charges provided for in this Agreement.

13. **CANCELLATION.** An applicant may cancel this reservation and Agreement at any time prior to the Reservation Period. If Applicant cancels at least 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 30 but greater than 15 business days prior to the Reservation Period, Applicant will be entitled to a full refund of the Security Deposit and a 50% refund of the Rental Fee. If Applicant cancels 15 or fewer business days prior to the Reservation Period, Applicant will be entitled to a refund of the Security Deposit only, and the Association will 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 in this Agreement, 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.

14. **INSURANCE AND PROTECTION OF PREMISES.** The Association, in the Board's sole and absolute discretion, reserves the right to require Applicant to provide at Applicant's sole expense, property event 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 must carry one million dollars of general liability insurance and appropriate event coverage and must name the Indemnified Parties, noted above, as additional named insureds on the insurance policy. The Applicant must provide the Association a certificate of insurance within 5 days of the event, which certificate of insurance must show the Indemnified Parties as additional insureds.

15. **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 Initials: \_\_\_\_\_  
Applicant Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

The Grand Central Park Residential Association, Inc.  
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Association with the name, contact information, and certificate of insurance (if requested by the Association) for all vendors assisting with the event at least 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.

16. **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 means 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 will be paid for by Applicant. In the event Security Officers are required to be present, they must 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 will not be reimbursed any of the Rental Fees and will forfeit 100% of the Security Deposit. One Security Officer is required for every 50 people present at the event, up to 150 people. In addition, one Security Officer is required at any event in which alcohol will be present or served, regardless of the number of people present at the event.
17. **ALCOHOL.** In the event that alcohol is served at an event, it is the sole responsibility of the Applicant to provide and facilitate the service of alcohol, and the Applicant acknowledges that the Association will not be providing or serving any alcohol at the event. Moreover, it is the responsibility of the Applicant to pay for and receive all permits required to serve, provide, or consume alcohol. Additionally, the Applicant is responsible for learning and following all legal requirements when it comes to serving, providing, and consuming alcohol at an event. Applicant must hire a third-party server for any rentals during which alcohol will be served; the Applicant, himself or herself, may not serve alcohol at the event. All servers recruited to serve alcohol must be certified by the Texas Alcoholic Beverage Commission ("TABC"). **The TABC certificate obtained by the third-party server must be provided to the management team before commencement of the term of the event. Failure to provide the TABC certificate, as provided in this Agreement, may result in cancellation or termination of the event.** All third-party servers must display their TABC certificate during the event. Furthermore, third-party servers recruited to serve alcohol at the event (i) may not be permitted to consume alcohol during the duration of the event, and (ii) must remain at the Premises for the duration of the event while alcohol is present.

Notwithstanding anything else in this Agreement, if alcohol will be served at an event, Security Officers must present from the beginning of the event until the last person leaves the Premises, as set forth above. The Applicant must follow all the requirements set forth in this Agreement regarding Security Officers. Furthermore, if alcohol will be served, all open containers of alcohol must remain inside the Premises at all times for the duration of the rental event.

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

18. **MISCELLANEOUS.** This Agreement must 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 will 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 may 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 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 is sufficient if in writing and sent via hand delivery or by registered or certified mail, postage paid, return receipt requested, and is deemed received the earlier of actual receipt, or deposit in the United States mail. If to Applicant, notices must be sent to Applicant's address set forth in this Agreement and, if to the Association, notices must 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 is for any reason 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 must be construed as if such illegal, or unenforceable provision was never in the 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.

Association Initials: \_\_\_\_\_  
Applicant Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

The Grand Central Park Residential Association, Inc.  
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Any changes to this Agreement must 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 of this Agreement may 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 of this Agreement are material as well as contractual. This Agreement is the result of arms-length negotiations, and any interpretation of its provisions may not be made in greater favor of one of the parties over any other party hereto. This Agreement is 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 will be an original and all of which will be binding on the parties and 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.)*

<b>Host Name:</b>			<b>Address:</b>	
<b>Phone:</b>				
<b>Secondary Contact Information</b>				
<b>Email:</b>				
<b>Date of Event:</b>				
<b>Reservation Period:</b>			<b>Event Start &amp; End Time:</b>	
<b>Type of Event:</b>			<b>Final Est. Guest Count:</b>	
<b>Area Reserved:</b>	<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			
<b>Alcohol:</b>	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		
<b>Security Officer(s):</b>	<b>Security Officers are required for events serving alcohol and/or over 50 guests.</b> Security Officers Needed: _____ x No. of Hours (4 minimum) _____ Event Time Frame Needed: _____ <b>Officers must remain present until the last person leaves the premises.</b>			
<b>Vendors:</b>	<b>Please list all vendors with contact information who will be participating or assisting with your event.</b>			
<b>Tables &amp; Chairs:</b>	If you have <b>reserved an indoor space</b> and wish to use the tables and 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. <b>Do you want to use The Lake House tables &amp; chairs?</b> <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. <b># Chairs</b> _____ <b># 60" Round Tables</b> _____ <b>#6' Rectangle Tables</b> _____ <b>#Cocktail Tables</b> _____ <i>Available (subject to change): 125 chairs, 12 - 60" round tables, 8 - 6' rectangle tables, 7- cocktail tables</i>			
<b>Audio &amp; Visual:</b>	<b>Please select the appropriate box if you plan to use the sound or TV equipment.</b> <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			

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

	<p>Please schedule an appointment with The Lake House staff at least 1 day in advance for tutorial and set up instructions.</p> <p><b>Do you plan to have a DJ, band or musician?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please explain:</p>										
<b>Decor:</b>	<p><b>Please select the following, if applicable, and describe in the notes for review and approval.</b></p> <table> <tr> <td><input type="checkbox"/> Décor high than 12'</td> <td><input type="checkbox"/> Wall Décor</td> </tr> <tr> <td colspan="2">*Must be installed by licensed vendor</td> </tr> <tr> <td><input type="checkbox"/> Candles</td> <td><input type="checkbox"/> Balloons</td> </tr> <tr> <td colspan="2">*Must be placed in glass containers</td> </tr> <tr> <td colspan="2">*Helium balloons prohibited</td> </tr> </table> <p><b>Notes:</b> (please explain in detail your plans if selected an item above)</p>	<input type="checkbox"/> Décor high than 12'	<input type="checkbox"/> Wall Décor	*Must be installed by licensed vendor		<input type="checkbox"/> Candles	<input type="checkbox"/> Balloons	*Must be placed in glass containers		*Helium balloons prohibited	
<input type="checkbox"/> Décor high than 12'	<input type="checkbox"/> Wall Décor										
*Must be installed by licensed vendor											
<input type="checkbox"/> Candles	<input type="checkbox"/> Balloons										
*Must be placed in glass containers											
*Helium balloons prohibited											
<b>Catering &amp; Service:</b>	<p><b>Will you have glassware during your event?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>*Prior approval is required to use glassware for beverages or food. If you do not request prior approval, it will not be permitted to use.</i></p> <p><b>For indoor rentals only:</b>          Do you wish to use the Keurig coffee machine or convection oven? Applicant must supply the coffee, cups &amp; extras. Select if yes.</p> <p><input type="checkbox"/> Keurig Coffee Maker <input type="checkbox"/> Convection Oven (Grand Room only)</p>										
<b>Misc. Outdoor Activities:</b> <i>For The Pavilion Rentals Only.</i>	<p><b>Please select all that apply (see agreement for additional details):</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Designated Smoking Area</li> <li><input type="checkbox"/> Tents or large structures</li> <li><input type="checkbox"/> Inflatable Units (bounce houses are not permitted)</li> <li><input type="checkbox"/> Pets</li> <li><input type="checkbox"/> Petting Zoo</li> <li><input type="checkbox"/> BBQ or Grill</li> <li><input type="checkbox"/> Heaters</li> <li><input type="checkbox"/> Sparklers</li> </ul> <p><b>Notes:</b> (please explain in detail your plans if an item is selected above)</p>										
<b>Estimated Parking Spaces Needed:</b>											
<b>Insurance Company:</b>											

Association Initials: \_\_\_\_\_

Applicant Initials: \_\_\_\_\_

Date: \_\_\_\_\_

## **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:

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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: \_\_\_\_\_

Exhibit B

**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 Residential Association, Inc.  
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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: \_\_\_\_\_

Exhibit B

**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.  
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Pre-Rental Signatures: \_\_\_\_\_  
\_\_\_\_\_  
Applicant

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### Association Representative

Post-Rental Signatures: \_\_\_\_\_  
Applicant

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### Association Representative

Association Initials: \_\_\_\_\_  
Applicant Initials: \_\_\_\_\_  
Date: \_\_\_\_\_