



TWO STEP FARM



CERTIFICATION

TWO STEP FARM RESIDENTIAL COMMUNITY ASSOCIATION, INC.

Facility Rental Application and Agreement

I, the undersigned, pursuant to Texas Property Code §202.006, certify:

That I am the President of Two Step Farm Residential Community Association, Inc., a Texas nonprofit corporation (the "*Association*");

That the attached document is a document that applies to the operation and utilization of residential property within Two Step Farm, a development in Montgomery County, Texas;

That the property affected by the attached document is the property restricted by that certain First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Two Step Farm Residential Community, recorded under Clerk's File No. 2025075543 in the Official Public Records of Montgomery County, Texas, as same has been or may be amended from time to time (the "*Declaration*"), and any other property which has been or may be annexed thereto and made subject to the authority of the Association;

That the document which affects the use and operation of the above-referenced property is attached as Exhibit A.

SIGNED this the 22nd day of May, 2026.

TWO STEP FARM RESIDENTIAL COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation

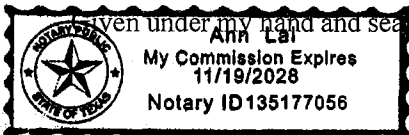
By: 
Tom Woliver, President

STATE OF TEXAS

COUNTY OF Harris

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared Tom Woliver, the President of Two Step Farm Residential Community Association, Inc., a Texas nonprofit corporation, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.



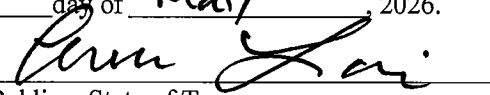
Given under my hand and seal of office this the 22nd day of May, 2026.

Notary Public – State of Texas

EXHIBIT A

(Facility Rental Application and Agreement)



TWO STEP

FARM



TWO STEP FARM RESIDENTIAL COMMUNITY ASSOCIATION, INC. FACILITY RENTAL APPLICATION AND AGREEMENT

SECTION 1: FACILITY RENTAL DETAILS

Date Rental Agreement Received: _____

Facility (check one): _____ Dance Hall _____ Conference Room

Applicant Information

Applicant Name: _____

**Applicant must be (i) 21 years of age or older, and (ii) provide acceptable proof of insurance as required by the Facility Rental Policy (the "Policy").*

Address: _____

Home Telephone: _____ Work Telephone: _____

Mobile Telephone: _____ Email: _____

Alternate Contact Person: _____ Telephone: _____

Facility Reservation Information

Requested Date of Rental Event: _____ Alternate Date: _____

Access Period Start Time: _____ AM/PM Access Period End Time: _____ AM/PM
(Setup and break down must occur within the Access Period set forth above.)

Total Access Period Duration*: _____

(There is a maximum of 3 hours for the Conference Room and 12 hours for the Dance Hall (including setup and clean up) per reservation; provided, however, the Applicant may extend the length of the rental event, subject to the payment of an additional hourly "Extended Event Fee".)

This Rental Agreement is applicable only to the rental of the Two Step Farm Dance Hall or Conference Room (the "**Facilities**"), as defined in the Facility Rental Policy. No other areas or amenities within Two Step Farm may be used in connection with the rental set forth in this Rental Agreement.

Event Information

Type of Event/Purpose: _____

Number of Guests: _____ Range/Average Age of Guests: _____

Catering Service: _____

Does the rental event require food? Yes / No

If yes, what are the food needs? _____

(Please note, Applicant must include The Grazery as part of a catering consultation before approval to bring outside food will be granted.)

Will alcohol be served or present? Yes / No

*(*All beverage service must be provided and staffed through the Association's preferred vendor, The Grazery.)*

Entertainment:

What music/entertainment will Applicant use? Options are DJ, live band or music, other.

Describe type of music/entertainment: _____

(Unless otherwise approved in writing by the Association, audio/visual equipment and services, including live bands and performers, must be provided by the Association's preferred vendor.)

Please list and describe any equipment you plan to bring into the Facility: _____

(Please note that equipment may not be delivered to the Facility prior to the Access Period and must be removed at the end of the Access Period. Equipment may not be brought into the Facility without advance notice to and approval by the Association.)

Number of Tables and Chairs Requested: Tables _____ Chairs _____

Number of Reserved Parking Spaces Requested: _____

(The reservation of parking spaces at the Facility is subject to an additional "Reserved Parking Space Fee".)

Shuttle or Transportation Services Requested? Yes / No (Dance Hall only)

(Shuttle or transportation services are subject to an additional "Transportation Fee".)

Please list and describe any special requests for the rental event: _____

Security

Security requirements are as stated in the Facility Rental Policy.

Association to Fill Out

Number of Security Officers Required: _____ Security Hours: Start: _____ End: _____

Applicant Initials: _____

Facility Rental Policy

Applicant agrees to comply, and cause all his or her agents, contractors, licensees, invitees, participants, and guests to comply, with the terms of the Policy, as same has been or may be amended from time to time.

Insurance

The Applicant must carry insurance that covers liability for loss of use, damage, or destruction of the Facility and any other property of the Association; and personal or bodily injury, sickness, or death. Such coverage may be in the form of (i) a homeowner’s insurance policy with a special events (or similar) endorsement regarding the Facility rental set forth in this Rental Agreement or (ii) event insurance regarding the Facility rental set forth in this Rental Agreement. The foregoing insurance coverage must name the Indemnified Parties (as defined in this Rental Agreement) as additional insureds, must be primary and non-contributory, and must include a waiver of subrogation. The Applicant and all approved outside vendors used by Applicant must provide a Certificate of Insurance as proof of such coverage, which Certificate of Insurance must be attached to this Rental Agreement as **Exhibit A**.

Association to Fill Out

During the term of this Rental Agreement, Applicant (check the option that applies):

- Need not carry Liquor Liability Insurance.
- Must carry Liquor Liability Insurance as follows:

i. **Generally.** The Applicant must procure and maintain commercial liquor liability insurance in accordance with this provision, covering liability imposed by law or assumed by written contract, including liability for loss; loss of use, damage, or destruction of the Association’s property; and personal or bodily injury, sickness, or death. On the liquor liability policy, additional insured (must include the Indemnified Parties, as defined in this Rental Agreement), primary and non-contributory and waiver of subrogation endorsements must be provided along with copies of these endorsements attached to the certificate of insurance.

ii. **Coverage Limits.** The Applicant’s commercial liquor liability insurance must at all times have at least the following minimum limits of liability:

EACH INCIDENT / OCCURRENCE: \$1,000,000

AGGREGATE: \$2,000,000

Per Location Aggregate Extension. The Applicant’s commercial general liability insurance policy must at all times have an amendment or extension amending the general aggregate limit to apply in full to the activities provided by the named insured(s) pursuant to this Rental Agreement, regardless of any other activities or services provided by the named insured outside the scope of this Rental Agreement.

Disallowed limiting endorsements. At all times, the Applicant’s commercial general liability insurance policy must not have any of the following limiting endorsements: (a) contractual liability limitation; (b) any punitive, exemplary or multiple damages exclusion or similar exclusion; or (d) any insured versus insured exclusion.

Applicant Initials: _____

SECTION 2: INDEMNIFICATION

1. Indemnification

Applicant acknowledges the inherent risks involved in the use of the Facility (including the serving of food

and alcohol, as applicable per this Rental Agreement), including, but not limited to, bodily injury, sickness, disease, and death. Applicant also acknowledges that use of the Facility is potentially dangerous and that the type of injury or damage described above can occur when using the Facility. Applicant acknowledges that the Applicant's use of the Facility 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 Facility.

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 FACILITY. 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, JEN TEXAS 35, LLC AND ITS AFFILIATES, 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 FACILITY.

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

2. 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 Rental Agreement (each, a "**Third-Party Claim**") relating to any matter as to which any Indemnified Party is entitled to indemnification pursuant to this Rental Agreement or the Policy, then the Indemnified Party must promptly notify Applicant of such Third-Party Claim, provided that the failure to so notify Applicant does not relieve Applicant of its obligations pursuant to this section. 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 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 Rental 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 Rental 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 Facility, Applicant must (A) cause its insurance policies (if insurance is required by this Rental Agreement) to be endorsed so that the policies comply with this Rental Agreement; (B) cause its insurance carriers to comply with this Rental Agreement; and (C) not permit its insurance carriers to settle any such Third-Party Claims asserted or instituted against Applicant without also obtaining a comprehensive settlement and release of claims against the Indemnified Parties.

3. Other Claims

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

4. Third-Party Beneficiaries

The parties designate the Indemnified Parties (other than the Association) as third-party beneficiaries of this Section 2, having the right to enforce this Section 2.

Applicant Initials: _____

Rental events that do not conform to the requirements and standards stated in the Policy and any violations by Applicant and Applicant's agents, contractors, licensees, invitees, participants, and guests, may result in immediate cancellation or termination of the rental event and the forfeiture of the security deposit.

If you have any questions about this Rental Agreement or about the Policy, please contact the Association by phone or email at the phone number or email address listed on the Association's most recently recorded management certificate.

It is agreed by and between the parties hereto that (a) the Policy, (b) the Facility Rental Price Sheet adopted and amended by the Board from time to time, and (c) the Facility Pre/Post Rental Inspection Checklist are made a part of this Rental Agreement and are specifically incorporated in this Rental Agreement for all purposes by this reference. Further, Applicant (i) acknowledges receipt of same, (ii) agrees and covenants to be bound by the terms thereof, and (iii) acknowledges that the terms of this Rental Agreement, collectively with above-described documents, represents the complete and integrated agreement between the Association and Applicant.

Applicant Signature: _____
**To be signed at the time Rental Agreement is submitted.*

Date: _____

Association Representative Signature: _____

Date: _____

EXHIBIT A

[Applicant to attach Certificate(s) of Insurance as required by the Insurance section on page 3 of the Application.]

E-FILED FOR RECORD

05/29/2026 03:46PM



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

05/29/2026



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas