



2010 Parade of Homes and Developments
June 19-27, 2010

CONTRACT AGREEMENT

Final Deadline to Enter: Friday, April 16, 2010 at 4:00 p.m.

All 2010 Parade of Home and Development entries must be either postmarked or delivered to the Home Builders Association Office, 3040 Sunset Lane, Traverse City, MI 49684, no later than Friday, April 16, 2010 at 4:00 p.m.

Builder and Developer Qualifications:

In order to enter a Home or Development in the 2010 Parade, the Builder and Developer must be a licensed Builder, practicing under a valid Michigan license and a Member, in good standing, of the Home Builders Association of the Grand Traverse Area, Inc. The Builder, whose name appears on this Contract, is responsible for ensuring that their name is on the Building Permit in the county that the Parade Home is built.

If the Builder or Developer is a corporation, the Contract and all obligations of the Contract will be guaranteed by the Chief Corporate Officer and, if entering a Parade Home, by the qualifying Officer holding the Michigan Builder's license for the corporation. First-year, 2010 Parade participants are limited to one (1) entry in the 2010 Parade. Parade participants who have had Contract violations within the past two (2) years (2008 or 2009) may have their Contract reviewed by the Parade Committee and the Board of Directors prior to approval to participate in the 2010 Parade. No Builder or Developer may have more than two (2) Parade Homes or Parade Developments in the 2010 Parade without prior Association approval. All Builder and Developer Contracts are subject to the approval of the 2010 Parade Committee and the Board of Directors.

2010 Parade Dates and Hours of Operation:

Table with 3 columns: Day, Date, and Hours. Rows include Saturdays (June 19 & 26, 2010), Sundays (June 20 & 27, 2010), Monday, Tuesday (June 21 - 22, 2010), Wednesday (June 23, 2010), and Thursday, Friday (June 24 & 25, 2010).

RULES AND REGULATIONS

1. Parade Home Definitions and Standards

- A. Every Parade Home entered in the 2010 Parade must be a new home not previously occupied. Parade Homes entered in previous HBAGTA Parade of Homes and Developments will be allowed to be re-entered in the 2010 Parade with the following stipulations:
1. The home must not have been previously occupied.
2. The home that is re-entered will not be eligible for any previously won awards.
3. A statement will appear in the Parade Plan Book that designates that this home was previously featured in an HBAGTA Parade of Homes.
4. All other contract requirements remain the same.
B. The Parade Home must meet or exceed the Michigan Residential Code (MRC) Standards.
C. The Builder agrees that the Parade Home will be open during all viewing hours of the 2010 Parade of Homes and Developments.

- D. The home placed in the 2010 Parade of Homes & Developments must be the result of an original design. The Builder must be the sole owner of such design and have exclusive rights, including copyright, to construct the home.
- E. The name and address of the designer must be represented on the structure plans, specifications, and drawings for the home.
- F. The Builder further represents that he/she has not pledged, assigned, or encumbered his/her rights to the design and that such design does not violate any copyright, property, or common-law rights of others.
- G. The Builder hereby indemnifies and holds harmless the Home Builders Association of the Grand Traverse Area, Inc. from any and all claims of third parties, including, but not limited to, copyright infringement or conversion, which may be asserted as a result of the inclusion of the home in the 2010 Parade of Homes & Developments, or the inclusion of drawings or floor plans of the home in any written or electronic publication of Home Builders Association of the Grand Traverse Area, Inc. publicizing or in conjunction with the 2010 Parade.

2. Development Definitions and Standards

- A. The Development to be placed in the 2010 Parade must have at least fifty percent (50%) of the building sites available for sale at the time of application. Developments can be divided into more than one (1) Development phase and each Development phase can be included in only one (1) Parade to be eligible for award recognition, providing that there are at least fifty percent (50%) of the lots available for sale within the phase. Parade Developments entered in previous HBAGTA Parade of Homes and Developments will be allowed to be re-entered in the 2010 Parade with the following stipulations:
 - 1. The Development that is re-entered will not be eligible for any award recognition. (New phases of previous Developments will be treated as first-time Developments in the contract.)
 - 2. A statement will appear in the Parade Plan Book that designates that this Development was previously featured in and HBAGTA Parade of Homes.
 - 3. All other contract requirements remain the same.
- B. The Developer hereby indemnifies and holds harmless the Home Builders Association of the Grand Traverse Area, Inc. from any and all claims of third parties which may be asserted as a result of the inclusion of the Development in the 2010 Parade of Homes & Developments in any written or electronic publication of Home Builders Association of the Grand Traverse Area, Inc. that publicizes or is in conjunction with the 2010 Parade.

3. 2010 Parade Home Participation Fee

- A. Participation fees are due with the signed contract(s) in order to enter into an agreement with the Home Builders Association and apply for the advertising and promotional services provided by the 2010 Parade of Homes & Developments Committee.
- B. The Board of Directors has sole discretion over the content of the advertising and promotional services for the Parade of Homes & Developments.
- C. **All Parade Home applications must be received in the Home Builders Association office by April 16, 2010 along with the entry fee of \$1,500.**
- D. All Parade Homes entered after April 16, 2010 **MUST** be approved by the Parade of Homes Committee and will pay an additional \$500 fee for a total \$2,000 participation fee.

4. Builder Considerations

- A. The Builder will receive the following considerations for each home entered in the 2010 Parade:
 - 1. A full page display ad in the Official 21st Annual Parade of Homes and Developments Plan Book. The full page ad will contain:
 - a. Front elevation rendering and non-dimensional floor plan for each floor

- b. Detailed description of the Parade Home
- c. Builder contact and website information
- d. Map to the Parade Home
- 2. Website featuring the 2010 Parade of Homes and Developments at www.hbagta.com.
- 3. Parade sign for each Parade Home and directional signs for Parade route. Additional directional signs may be rented from the Home Builders Association office for \$20 each.
- 4. Twenty (20) admission tickets for the 2010 Parade of Homes & Developments.
- 5. Volunteers to host the Parade Home during Parade hours.
- 6. A discounted full page Black & White Ad on the page adjacent to the Parade Home information.

5. 2010 Parade Development Participation Fee

- A. Participation fees are due with the signed contract(s) in order to enter into an agreement with the Home Builders Association and apply for the advertising and promotional services provided by the 2010 Parade of Homes & Developments Committee.
- B. The Board of Directors has sole discretion over the content of the advertising and promotional services for the Parade of Homes & Developments.
- C. **All Parade Development entries must be received by the Home Builders Association by April 16, 2010** along with the entry fee of \$1,500.
- D. All Parade Developments entered after April 16, 2010 **MUST** be approved by the Parade of Homes Committee and will pay an additional \$500 fee for a total \$2,000 participation fee.

6. Developer Considerations

- A. The Developer will receive the following considerations for each development entered in the 2010 Parade:
 - 1. A full two-page color display ad in the Official 21st Annual Parade of Homes and Developments Plan Book. The color ad will contain:
 - a. Description of the Parade Development
 - b. Development Site Map
 - c. Map to the Parade Development
 - 2. Parade sign for Parade Development and directional signs.
 - 3. Website featuring the 2010 Parade Homes and Developments at www.hbagta.com.
 - 4. Twenty (20) admission tickets for the 2010 Parade of Homes & Developments.

7. Parade Plan Book - Required Materials

- A. All required items must be submitted to the Home Builders Association Office **no later than 4:00 p.m. Friday, April 16, 2010**. Parade Homes lacking the required materials as of the stated deadline will be withdrawn from the 2010 Parade and the participant will forfeit all fees paid.
- B. Required 2010 Parade Plan Book items include:
 - 1. For Parade Homes:**
 - a. Finished blueprint and non-dimensional floor plans for each Parade Home entry. No prints will be accepted if alterations are handwritten.
 - b. Approved Rendered Elevation or Photo for each Parade Home entry.
 - c. Map for each Parade Home or Development showing the nearest major county or state cross roads with the location and address of the Parade Home or Development clearly marked on the map.
 - d. Description of Parade Home detailing the unique features about the home.
 - e. Information sheet with all details completed for each 2010 Parade Home or Development including the number of bathrooms, number of bedrooms and finished square footage. In addition, the Builder must state a fair market value of the home within a given range of dollars provided on the information sheet.
 - 2. For Parade Developments:**
 - a. Two-page Color Ad layout for each 2010 Parade Development.

8. Parade Home Substitutions

- A. Parade Home entries may be substituted (addresses changed) **up to 4:00 p.m. Friday, April 16, 2010,** provided that a payment covering the additional Participation Fee amount accompanies the request. A revised information sheet, a corrected rendering, and blueprints of the floor plan must accompany all substitutions. The Builder will be charged for any re-drawing of completed renderings and / or floor plans.

9. Withdrawal from 2010 Parade

- A. In the event a Builder or Developer withdraws from the 2010 Parade of Homes & Developments, they will forfeit all fees paid. The Board of Directors may prohibit the Builder or Developer from participating in future Parade events.
- B. The Builder or Developer shall submit the circumstances involved in the withdrawal from the 2010 Parade of Homes & Developments in writing.
- C. The Builder or Developer will be responsible for all costs (Section 21) incurred by the 2010 Parade Committee and the Home Builders Association as a result of their failure to participate. The Builder or Developer agrees to reimburse the Home Builders Association for all expenses required to notify the community of the cancellation.

10. Mandatory Parade Meeting

- A. All Parade participants and/or their designee must attend the one (1) hour Mandatory Parade Meeting, **Thursday, April 22, 2010, 6:00 p.m.,** at the Home Builders Association Office, 3040 Sunset Lane, Traverse City, Michigan.

11. Parade Plan Book Review and Acceptance of Proof Copy

- A. The 2010 Parade Plan Book proof will be available for review at the Home Builders Association Office according to the following schedule:
1. Advertiser /Builder / Developer Review: May 6-7, 2010 9:00 a.m. - 4:00 p.m.
 2. Parade Committee Review: May 10, 2010 9:00 a.m. - 4:00 p.m.
- B. Each participating Builder, Developer and Advertiser has the opportunity and responsibility to review and proof the Parade Plan Book. Builders, Developers and Advertisers who do not review and proof their pages shall be responsible for any misprinting, omissions and / or errors in the Parade Plan Book.
- C. Neither the Home Builders Association of the Grand Traverse Area, Inc., its employees, agents, or representatives will be liable for any damages relating to misprinting, errors or omissions that may occur in the Builder or Developer pages or advertising appearing, or failing to appear within the publication. The Home Builders Association of the Grand Traverse Area, Inc. will not be held responsible for any misprinting, errors or omissions that might occur by the printer after the Builder, Developer or Advertiser Review of the Proof Copy has been completed.

12. Final Parade Home Inspection

- A. All 2010 Parade Homes must be ready for **Final Inspection by 4:00 p.m., Thursday, June 17, 2010** The Builder is required to submit to the Home Builders Association Office the following documents:
1. Temporary or Final Certificate of Occupancy
 2. Certificate of Insurance for the Parade Home
- B. Failure to have above required documents will automatically remove the Parade Home from the 2010 Parade and will result in full forfeiture of fees paid.
- C. All Parade Homes and Developments will have **all excess building materials and construction debris removed from the site by 9:00 a.m. Friday, June 18, 2010.**

13. **Builder Requirements**

A. **Keys**

1. The Builder must provide **one (1) key** to the HBAGTA by the **deadline of June 17, 2010 at 4:00 p.m.**

B. **Telephones**

1. A dedicated, functional Trac phone (cellular phone) will be provided to each home.
2. Trac phones (cellular phone) will be field tested and approved by the Parade Committee, connected to a charger, and remain at the Parade Home at all times throughout the Parade.
3. Trac phones (cellular phone) will be provided by the HBAGTA and delivered to each Parade Home by the non-profit group assigned to that Parade Home. Non-profit hosts are responsible for the Trac phone (cellular phone).

C. **Shoe Protection**

1. The Public shall not be required to remove their shoes before entering the Parade Home. The Builder may use runners on the floor, and / or provide shoe covers to protect the floor coverings.
2. Shoe covers are the responsibility of the Parade builder and can be purchased at most Medical Supply stores.

D. **Seating**

1. The Builder will provide one (1) table (minimum of nine [9] square feet) and two (2) chairs for the non-profit host group for the Check-in and Ticket Sales Area.
2. Additional chairs must be provided if shoe covers are utilized. The Builder will provide a seating area for additional Parade visitors to put on and take off the shoe covers.

14. **Promotions and Sales**

- A. The Builder must *use the garage as a Sales Area* to promote their business, the sub-contractors who participated in the construction of the Parade Home, and other homes and developments the Builder has at least a 51% ownership in.
- B. **NO YARD SIGNS** other than the Parade of Homes sign shall be posted during the Parade.
- C. All sales promotions and / or discussions, except those relating directly to the Parade Home, must take place in the garage area during Parade hours. **No other promotions or events are permitted in the Parade Homes** during the dates of the parade, e.g., Realtor Open Houses, Cookie Sales, Promotion of Non-Profit Events, etc.

15. **Developer Requirements**

A. **Staffing**

1. The Developer agrees to have a minimum of one (1) Developer representative available at the Parade Development site during all posted hours of the 2010 Parade.

B. **Rest Rooms and Reception Area**

1. The Developer will provide rest rooms and reception area at the Parade Development site for Parade visitors and staff representing the Developer. The reception area must be a minimum of a 12' x 12' tented area and a parking area within a reasonable walking distance of the reception area. The reception area, parking area, and walkway must be as barrier free as possible for Parade visitors.

C. **Promotions and Sales**

1. The Developer may have a Sales Area to promote their development. All sales promotions and/or discussions, may take place in the reception area during Parade hours. No other promotions or events are permitted at the Parade Developments during the dates of the parade, e.g., Realtor Open Houses, Cookie Sales, Promotion of Non-Profit Events, etc.

16. **Public Liability Insurance**

- A. The Builder or Developer will arrange for public liability insurance with extended coverage limits of \$500,000/\$1,000,000 on each Parade Home or Development entered.
- B. The Builder or Developer will provide a **Certificate of Insurance as well as a Certificate of Occupancy** to the Home Builders Association Office **by 4:00 p.m. Thursday, June 17, 2010**, including the Home Builders Association of the Grand Traverse Area, Inc. as an additional insured for the 2010 Parade.

17. Failure to Abide by Rules

- A. Failure to follow the Rules and Regulations established for the 2010 Parade of Homes may also result in a loss of participation privileges for up to two (2) years as recommended by the Parade of Homes Committee and approved by the Board of Directors. The Builder / Developer has the right to appeal, in writing, to the Board of Directors.
- B. Failure to abide by Rules and Regulations of the 2010 Parade Contract will be considered a violation of this Contract. The non-compliance with any section of the Contract, by the Builder / Developer, including failure to meet the Certificate of Occupancy (12.A.1) and Certificate of Insurance (12.A.2) requirements listed below, will result in the automatic removal of the Parade Home from the 2010 Parade of Homes event

18. Requirements

A. Mandatory Meeting

- 1. All 2010 Parade participants, or their representative, **must attend the mandatory Parade meeting Thursday, April 22, 2010, 6:00 p.m.** at the Home Builders Association Office, 3040 Sunset Lane, Traverse City, Michigan.

B. Certificate of Occupancy

- 1. All Builders must submit a copy of the Temporary or Final Certificate of Occupancy Permit for each Parade Home to the Home Builders Association Office **by 4:00 p.m. Thursday, June 17, 2010.**

C. Certificate of Insurance

- 1. All Builders and Developers must submit a copy of the Certificate of Insurance for each Parade Home to the Home Builders Association Office **by 4:00 p.m. Thursday, June 17, 2010** Failure to comply with this requirement will cause the home to be withdrawn from the Parade of Homes & Developments

D. Keys

- 1. The Builder must provide two (2) keys to the Home Builders Association office no later than **4:00 pm on Thursday, June 17, 2010.**

E. Show Readiness

- 1. All Builders and Developers must have their Parade Homes and Developments ready for the 2010 Parade event **by 5:00 p.m. Friday, June 18, 2010,** as determined by the 2010 Parade Committee or their assignee(s).

F. Viewing

- 1. All Builders and Developers must have their Parade Homes and Developments **available for viewing during all posted hours** of the 2010 Parade event.

19. Violation of Rules and Regulations

- A. Violation of any of the Rules and Regulations as stated in this Parade Contract will automatically remove the Parade Home or Development from any awards or recognition program that may be implemented by the Parade Committee as approved by the Board of Directors.
- B. Failure to follow the Rules and Regulations established for the 2010 Parade of Homes & Developments may also result in a loss of participation privileges for up to two (2) years as recommended by the Parade of Homes Committee and approved by the Board of Directors.

20. Misunderstandings or Disputes

- A. The Rules and Regulations contained within this contract agreement are discretionary with the Home Builders Association. The Board of Directors is responsible for determining contract compliance. The Board of Directors shall be the authority in resolving disputes regarding this contract.
- B. Any further contested decisions are to be resolved through mediation or with legal counsel in Grand Traverse County, Michigan. The Builder or Developer is responsible for any fees or costs incurred by the Association in enforcing this contract and / or disputes.

21. Additional Expenses

- A. The Builder or Developer agrees to pay for any and all additional expenses incurred by the Home Builders Association related to the withdrawal of a Parade Home or Development entry from the 2010 Parade of Homes & Developments. Examples: signs, radio and television ads, labor, newspaper ads, or other notices to the public with regard to the Parade withdrawal.

22. Contract Conditions

- A. This contract agreement shall be binding upon both the Home Builders Association of the Grand Traverse Area, Inc., and the signer of this Parade Contract, for themselves and any entity they represent, their successors, and assignees.

I, the undersigned, have read and understand the Contract Agreement for the 2010 Parade of Homes and Developments. I hereby agree to all stated timelines, terms, and conditions of this agreement. I also understand that if the Parade Home has or will be sold prior to the conclusion of the 2010 Parade, a Pre-Sold Parade Home Buyer Release Form must be signed and on file at the Home Builders Association Office. The 2010 Parade Applicant hereby certifies that they have carefully read and understand the aforementioned 2010 Parade of Homes and Developments Contract, Rules and Regulations and other related documents.

2010 Parade Applicant: _____ **Date:** _____

Business Name: _____

For the Home Builders Association of the Grand Traverse Area, Inc:

_____ **Date:** _____
 Kathleen G. Maisonville, Executive Officer



**2010 Parade of Homes and Developments
June 19-27, 2010**

DEFENSE & HOLD HARMLESS WAIVER

The Home Builders Association of the Grand Traverse Area, Inc. accepts no responsibility for the sale of any Parade Home or Development. Furthermore, the Home Builders Association will not be held responsible for any damage which may occur in connection with the public or private viewing of the Parade Home or Development.

The Builder or Developer, as a sole proprietor, partnership, or qualifying officer of a corporation, further agrees to defend and hold harmless the Home Builders Association of the Grand Traverse Area, Inc., from any damages or costs stemming from such threatened liability and to indemnify the Home Builders Association of the Grand Traverse Area, Inc. in the event liability is found. The only exception to the Builder/Developers obligations to defend and indemnify is if the Home Builders Association of the Grand Traverse Area, Inc. is found to be the sole cause of said damage.

After reading the Parade of Homes Contract, Rules and Regulations, Hold Harmless Waiver, and Parade Home Readiness Criteria, please complete, sign, and return with your completed materials package. Keep a copy of the Contract and this page for your records.

By the signature below, the Builder or Developer certifies that he / she has carefully read the aforementioned Parade Contract, Rules and Regulations, Defense & Hold Harmless Waiver, Parade Home Readiness Criteria, Show Readiness Criteria and the Buyer Signature Form. It is understood that he / she understands their intent and purpose, that he / she is aware of the financial penalties should he / she not comply, and that their questions have been answered satisfactorily.

Builder and/or Developer: _____

HBA Member's Name: _____

HBA Membership Number: _____

Builder License Number*: _____ **Expiration Date:** _____

Business Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Telephone: _____ **Fax:** _____ **E-Mail:** _____

Parade Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Signature: _____

* A Copy of the Builders License must be attached to the Contract.

IF CORPORATION, PLEASE COMPLETE THE FOLLOWING

Chief Corporate / Qualifying Officer Name(s): _____

Signature: _____ **Date:** _____

2010 Parade Contract Agreement
WILL NOT BE ACCEPTED WITHOUT SIGNATURE(S)



**2010 Parade of Homes and Developments
June 19-27, 2010**

PARADE HOME SHOW READINESS CRITERIA

1. Home Exterior

The Builder will provide finished sidewalks and driveways and shall have all siding, painting, and brick on the exterior of their Parade Home(s) completed. The front yard will be landscaped with a "finished" look, seeding or sod is required, with the rear and side yards in the final-grade stage, so that the home is accessible and safe. **Any exceptions to this rule must be reviewed with the Parade Committee.**

2. Home Interior

The Builder agrees that *the entire interior finish shall be in place* and interior painting shall be completed. Floor coverings shall be installed and all fixtures shall be in place. All areas must be open for public viewing, "Show Ready"! No unsightly storage. The home shall be ready for the seller to "close" with the buyer.

3. Furniture

The Builder has the option of showing the Parade Home furnished, partly furnished, or unfurnished.

4. Home Features

The Builder agrees to provide a listing of features and details of their Parade Home(s) for the general public.

5. Pre-sold Home

The Builder understands that if the Parade Home is pre-sold, the Parade Home may not be occupied before, or during the 2010 Parade of Homes & Developments. The Buyer must also acknowledge this Contract Agreement by their signature on the Buyer Release Agreement Form. Any prior sale Contract shall contain this provision and further stipulate that if sold prior to or during the Parade of Homes, both the Buyer and the Builder agree to have the Parade Home open for public inspection during all posted Parade hours. **No "SOLD" signs may be displayed at the Parade Home.** The Buyer is not permitted to store anything at or in the Parade Home during the Parade of Homes & Developments.

6. Signs

The Builder agrees that all signs shall conform to existing sign codes for the city, township, and county. The Parade sign is the responsibility of the Parade Committee and may not be relocated without the consent of the Parade Committee. All directional signs will be posted according mutual agreement between the parade participant and a HBAGTA representative. Any missing signs should be immediately reported to the Home Builders Association Office. The following signs are the ONLY ones permitted to be placed directly in front of the Parade Home:

Real Estate Sign.....Not to Exceed 9 sq. ft. (No "Sold" Signage)

Builder Sign Not to Exceed 16 sq. ft.

The Real Estate and Builder Signs must be constructed of a lasting type of material, be freshly painted and free of stains, mounted on a post or in a frame, and must not obscure the Parade Home number sign provided by the Parade Committee. All other subcontractor and supplier signs shall be displayed neatly in the garage. Special conditions for signage must be reviewed with the Parade Committee, prior to the placement of the sign(s). The Builder agrees that all interior signs located in living areas of the home will be 12" x 14" or smaller. No individual price tags will hang from products within the Parade Home. Product and price lists are acceptable. It is up to the Builder to "police" their Parade Home for compliance.

7. If Parade Home is Pre-Sold

If the Parade Home is Pre-Sold, the Buyer and Seller **MUST SIGN** the Buyer Release Agreement Form.



**2010 Parade of Homes and Developments
June 19-27, 2010**

**PRE-SOLD PARADE HOME
BUYER RELEASE AGREEMENT FORM**

By signing the Pre-Sold Parade Home Buyer Release Form, the Builder and Buyer certify that they have carefully read and understand the aforementioned 2010 Parade of Homes Contract, Rules and Regulations. The Builder understands the intent and purpose of the Parade of Homes and are aware of the penalties should either party not comply with the terms of the Contract. It is further acknowledged that all Builder questions have been answered satisfactorily.

Parade Home Address: _____

Buyer's Name: _____

Buyer's Signature: _____ **Date:** _____

Buyer's Signature: _____ **Date:** _____

Business Name: _____

Builder's Name: _____

Builder Signature: _____ **Date:** _____

2010 Parade Contract Agreement
WILL NOT BE ACCEPTED WITHOUT SIGNATURE(S)