



# Builder Agreement

Dates: May 12-13 and 18-20, 2018

Please read packet carefully, filling out all information and initialing as needed. Please note that every Parade of Homes Entry MUST include this complete Builder Agreement Packet and a current permit. All materials must be mailed to the NHBA or emailed to [kaycee@northshorehba.org](mailto:kaycee@northshorehba.org). Last day to register is Friday, March 2 - **no late entries**.

## Entry Payment Information

Item	Price	Quantity	Total
First Home Entry	\$1,750 (Early Bird – before Feb 8)		
	\$2,000 (Standard – after Feb 8)		
Each Additional Entry	\$1,500		
Refundable Security Deposit	\$500 (per entry)		
			\$

## Payment Method:

Check Enclosed  Credit Card Invoicing

## Builder Information

Company Name (*hereinafter referred to as "BUILDER"*): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

About the Builder (*magazine description*): \_\_\_\_\_

\_\_\_\_\_

### \*For NHBA use only\*

Contractor License No.: \_\_\_\_\_

(*BUILDER's license number must be valid through May 20, 2018*)

## Primary Contact Person

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

This person is the proofing contact:  Yes  No

## Secondary Contact Person

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

This person is the proofing contact:  Yes  No

# Entry Information

## Magazine Information:

*Please completely fill out one information sheet per entry.*

Subdivision: \_\_\_\_\_ Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Lot No.: \_\_\_\_\_

Price/Price Range: \_\_\_\_\_ Permit No.: \_\_\_\_\_

Home Type (*single family, townhouse, etc.*): \_\_\_\_\_

Model Name: \_\_\_\_\_ No. of Bedrooms: \_\_\_\_\_ No. of Bathrooms: \_\_\_\_\_

Total Living Area: \_\_\_\_\_ Total Area Under Beam: \_\_\_\_\_

Website: \_\_\_\_\_

Virtual Tour URL: \_\_\_\_\_

Feature Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Contact Agent Information:

Yes, I have an Agent  No, have customers contact my business directly

Name: \_\_\_\_\_ Company: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## Rendering Information:

*Color descriptions preferred (reddish brown brick w/ black specks, grey-brown shingles, off-white stucco). Links to online color samples or photos may also be submitted. Color names and numbers must be for companies that have readily available color samples online (Sherwin Williams, Benjamin Moore). Colors will match as approximate as possible.*

Brick Color: \_\_\_\_\_ Stucco Color: \_\_\_\_\_  
Siding Color: \_\_\_\_\_ Fascia /Trim Color: \_\_\_\_\_  
Roof Color: \_\_\_\_\_ Shutter Color: \_\_\_\_\_  
Front Door Color: \_\_\_\_\_ Garage Door Color: \_\_\_\_\_  
Other Distinguishing Outside Features Relevant to Rendering (columns, windows, posts, etc.): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*For NHBA use only\***

## Insurance Information:

General Liability Insurer: \_\_\_\_\_  
Policy Number: \_\_\_\_\_ Policy Expiration: \_\_\_\_\_  
Workman's Compensation Insurer: \_\_\_\_\_  
Policy Number: \_\_\_\_\_ Policy Expiration: \_\_\_\_\_

## TERMS AND CONDITIONS

**The Northshore Home Builders Association (hereinafter referred to as "NHBA") agrees to:**

- Produce a Standard Layout Builder ½ page in the official Parade guidebook in which BUILDER will be featured along with its entry. All layouts must look the same, no exceptions. Builder agrees that the NHBA is *not responsible* for error on tour entries if not proofed before submitting.
- Provide guidebooks for distribution at each entry.
- Conduct multi-media advertising campaign during which Parade entries will be featured.
- Supply sufficient directional signs for subdivision and physically mark the entry/above described home as an official Parade entry to distinguish from Parade non-participants.

**The BUILDER agrees to:**

- Follow and abide by the terms and conditions of this contract and subject him/herself to the governing power of the NHBA, including, but not limited to, the loss of his/her deposit and being prohibited from participating in future Parades.
- Be a builder member in good standing of the NHBA through the duration of the Parade of Homes. The contract will be voided if the builder membership is terminated before the Parade begins and all monies will remain with the NHBA.
- Ensure that the Parade home is open and staffed on each date of the Parade and for the entirety of the advertised hours (as outlined in the section labelled DATES & DEADLINES in the Terms and Conditions of this packet).
- Pay the required entry fee(s) and deposits for each home entered into Parade.
- The Builder agrees to abide by decisions made by the Parade Chair(s) and/or the Inspection Team.
- To supply a front elevation for artist rendering to be used in promoting the Parade of Homes.

### **DATES & DEADLINES**

- Dates & Hours of Operation: May 12-13; 18-20; 12:00pm - 5:00pm
- February 23, 2018 - Entry fee is non-refundable unless withdrawn in writing by this date. Deposits will not be returned.
- March 2, 2018 – Final Deadline to deliver contract, front elevation, BUILDER logo, information sheet, and signed terms and conditions to the NHBA Office.
- March 16, 2018 - Last date that a home can be substituted for another completed home. If a builder sells the entered home, but does not wish to substitute the sold home with another completed home, a written request for the refunding of the \$500 deposit and a signed contract and a copy of the deposit check must be submitted to Northshore HBA or the Parade Chair(s). The contract on a sold house must be in the NHBA office within 48 hours of signing of the contract. Refund of \$500 will be given when copy of act of sale is submitted.
- March 30 – Builders receive magazine proof for home entry.
- May 1-9 – All entries will be inspected for completion and safety in order to participate in the Parade.
- May 10-11 – Participants who have passed inspection may pick up supplies for the Parade at the NHBA Office.
- June 1 – All Parade of Home materials must be returned to the office by this date.

### **INSURANCE & INDEMNITY**

- BUILDER is required to provide a copy of your General Liability Certificate of Insurance listing "Northshore Home Builders Association" as additionally insured during the Parade of Homes. All parties shall furnish the necessary general liability insurance for each Parade home.
- BUILDER agrees that he/she is, and shall remain, so long as he/she owns the building site/home, solely responsible for ensuring that it is maintained in a condition safe for entry of the public. BUILDER agrees to protect, indemnify and hold harmless the Parade of Homes Chair(s), the Parade of Homes Committee, and the NHBA, its officers, directors, agents, and employees, from and against any loss, claim or damage sustained by said parties as a result of personal injury caused to any person by a defect or dangerous condition in BUILDER's home and/or construction site. In addition, the BUILDER specifically agrees to defend at his/her own cost, any claim or action covered by the aforesaid indemnity which is asserted or brought against any of the indemnified parties. BUILDER agrees to indemnify and hold harmless the NHBA from any and all liability, damages, or expenses by reason of any injury, or injuries, sustained by any person or property, or loss of property occurring in or about the Parade of Homes houses or tents, or entrances thereto or exits there from, including that caused by or resulting from the negligence of the BUILDER and his/her personnel.
- BUILDER represents that the house to be placed in the Parade of Homes is the result of an original design and that he/she is the sole owner of such design and has exclusive rights, including copyright, in and to the design as represented in the structure, plans, specifications and drawings for the house. 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 right of others. BUILDER hereby indemnifies and holds harmless the NHBA 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 house in the Parade of Homes or inclusion of

drawings or floor plans of the house in any publication of the NHBA, Parade of Homes magazine publicizing or in conjunction with the Parade of Homes.

#### **COMPLETION**

Houses will be deemed complete if they meet the following criteria:

##### **EXTERIOR:**

- Completed driveway and walkway
- Landscaped front yard
- Side yards sodded
- Permanent front door
- Entire lot & street free of all construction trash & debris
- Temporary electric pole and portable bathroom facilities removed

##### **INTERIOR:**

- Painting completed
- Completed floor coverings
- Electrical fixtures installed
- Appliances installed
- Interior doors hung with builder's hardware installed
- Plumbing fixtures installed
- Final interior cleanup has been completed

- Homes that have not passed inspection must remain closed during each Parade weekend until it has been re-inspected and approved by Parade committee. However, if the house is deemed incomplete and unable to open the first weekend (May 12-13, 2018), the \$500 deposit will not be refunded. Parade Home must not be occupied by an owner or tenant until after the Parade of Homes officially ends. If previously occupied the home will not be allowed to open and the deposit will not be refunded.

#### **SIGNAGE**

- There will be only one official yard sign per house in the front yard. Said sign shall be the size and design as established by the NHBA. The sign shall be provided by the NHBA. All signs will be installed as to be uniform. All official signs will face the street and will not be installed on an angle or have additional signage on the back side. The Builder will pick up signage at the NHBA office prior to the Parade and must be returned by June 1, 2018. Failure to return signage or returning damage signage will result in forfeiture of all or part of the deposit.
- On corner lots only, the official Parade of Homes sign will be allowed at the front entrance of the home.
- It is the BUILDER's responsibility for both subdivision and scattered site locations to install the directional signs from the entrance of the subdivision and main highway to their individual Parade homes. All directional signs installed by builders must be installed Saturday mornings and removed Sunday evenings for both weekends of the Parade. If they are stolen, the NHBA will not have additional signs available. Be sure to pick up your signs Sunday evening, immediately after the Parade. Signs must not be set up on medians.
- The BUILDER will be allowed to display official Parade of Homes Banners provided by the NHBA. One banner will be provided per entry and must be returned (with all parts intact) after the Parade. If the banner is not returned or if parts are missing, \$250 of the deposit will be retained for replacement. Also, the BUILDER may order additional banners at a cost of \$200 each. When the banner is returned (with all parts intact), \$50 of the price will be refunded. If additional banner(s) are not returned or if parts are missing, the \$200 fee will be retained for replacement.

#### **ADVERTISING**

- The Chair(s) of the 2018 Parade of Homes is the official spokesperson regarding news media. All Parade advertising must be approved by the Parade of Homes Chair(s) and Executive Officer. Builders may use their discretion regarding advertising inside their Parade home, with the following noted exceptions:
- Only NHBA members in good standing may advertise their products or services inside of a Parade home and it is up to the discretion of the BUILDER whether to allow such advertisements. These displays should be modest (shall not exceed 8 1/2" x 11") and available at the time of inspection.
- Parade magazine advertising - NHBA members can only advertise under the name that their membership is officially listed with the Northshore HBA. Subdivisions cannot be advertised in the magazine unless that is the name on the HBA membership or if the developer has entered one or more homes in the Parade. Under no circumstances can any advertising in the Parade magazine direct people to homes not officially in the Parade.
- There will be only one (1) Parade magazine. Each entry will have a 1/2 page layout in this magazine. It will include your company information & logo, your home listing information (address, subdivision, and "selling" points), and a rendering of your home's front elevation. The rendering of your home's front elevation will be completed by Routh Studios and included in the Parade Magazine and on the NHBA's website. To have a cohesive look, Routh Studios will do ALL Parade renderings. Materials to be submitted for rendering production include a clear copy of the front elevation as well as all other information requested on the information sheet included in this packet. Please indicate walks and driveways on the elevation, if they are seen from the front view, or provide a site plan for the lot. If this information is not provided we will show a walk, but will not show a driveway. If anything OTHER THAN front elevations are submitted, an additional fee of \$150.00 will be due to the NHBA. Routh Studios will charge for any changes or corrections made after submission. The information required for the Parade magazine is due NO later than March 2, 2018.

- No negative advertisement of any kind will be allowed in the Parade magazine.
- Affiliate Builder members may not advertise under their Affiliate membership name nor can they enter a home in the Parade.
- Parade Magazines will be available for pick-up at the NHBA office prior to the start of the Parade. Quantity of magazine distribution is at the discretion of the Parade Committee.
- I understand that the selection of the sponsor of the Parade of Homes is to be made by the Board of Directors of the NHBA and the Chair(s) of the Parade of Homes. The Board of Directors and the Chair(s) of the Parade of Homes may select a sponsor at their discretion

#### **PROOFING**

- The NHBA is not responsible for incorrect information for entries not proofed. Each builder will be provided, via email from E&M, a copy of the entry listing. Please inform E&M if you have any changes by the specified date. The format and design of the pages will not be changed however, spelling errors or incorrect info will be updated. If no changes are received, the entry will appear in the Parade Magazine with the information provided.

#### **DEPOSITS**

- The BUILDER shall be entitled to his deposit if his/her home is completed, has passed inspection by 4:00 p.m. on Wednesday, May 9, 2018, and is held open for all appointed hours, and are manned at all times.
- Should the BUILDER sell the home before the parade and the home cannot be opened for both weekends, then a signed contract & copy of the deposit check must be forwarded to the NHBA office within 48 hours of the purchase agreement. The deposit will be refunded upon receipt of a copy of the Act of Sale received by the NHBA office within 45 days of the signed purchase agreement.
- The BUILDER shall be in default and not entitled to a refund if he/she withdraws the home after the deadline of February 23, 2018, the home fails inspections under the terms of the Contract and is unable to open both weekends of the parade, or the BUILDER violates any of the provisions of this Contract.
- The BUILDER shall be in default and not entitled to a refund if he/she have tradesmen performing work at the Parade house during the scheduled open hours of the Parade.

#### **DISPUTES**

- The Parade of Homes Chair(s) with the advice of the Parade Committee shall have the right to decide all questions concerning the general conduct and the day-to-day operation of the Parade of Homes. Disputes that may arise between Parade Participants and this agreement will be resolved by the Parade of Homes Chair(s) and such decisions in these matters are binding.

#### **VOTING CONTEST**

- Builders must submit photos in the following categories in order to be eligible for 2018 award: Outside of House (Curb Appeal), Kitchen, Master Bath, and Inside of House (Floor Plan).

***The BUILDER shall be in default and not entitled to a refund if he/she directs visitors to non-Parade houses located in subdivisions containing any houses entered into Parade. The BUILDER cannot hold any additional open houses in a subdivision containing Parade houses.***

As a Parade of Homes Builder, I agree to all proceedings and decisions rendered by the Parade Committee and/or Chair(s). I understand that if I fail to comply with this Agreement in any respect, I may be declared ineligible to participate in future Parades by the Board of Directors of the NHBA and FORFEIT THE SECURITY DEPOSIT.

#### **Entry Check List:**

<input type="checkbox"/> Entry Information Sheet (one per entry)	<input type="checkbox"/> A copy of the permit
<input type="checkbox"/> Signed Terms and Conditions	<input type="checkbox"/> Front Elevation
<input type="checkbox"/> Copy of the GL certificate with Northshore HBA as an additional insured	<input type="checkbox"/> Payment and Deposit
<input type="checkbox"/> High Quality Company Logo	

Accepted by:

2018 Parade Builder Name (Print)

2018 Parade Builder Signature

Date