



# Developer Agreement

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

## ENTRY INFORMATION

Home Entries (4 Minimum)	\$1,500
Refundable Security Deposit (per entry)	\$500

## Development Information:

Development Name (*hereinafter referred to as "DEVELOPER"*): \_\_\_\_\_

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

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

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

Number of Subdivision Entrances/Exits: \_\_\_\_\_

## Primary Contact Person:

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

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

## Secondary Contact Person:

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

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

## Development Entries:

Builder 1: \_\_\_\_\_ Street Address: \_\_\_\_\_

Builder 2: \_\_\_\_\_ Street Address: \_\_\_\_\_

Builder 3: \_\_\_\_\_ Street Address: \_\_\_\_\_

Builder 4: \_\_\_\_\_ Street Address: \_\_\_\_\_

Builder 5: \_\_\_\_\_ Street Address: \_\_\_\_\_

## ENTRY CHECK LIST: All materials must be mailed to NHBA or emailed to [kaycee@northshorehba.org](mailto:kaycee@northshorehba.org)

- List of Development Entries
- Signed Terms and Conditions
- Copy of Development Logo

## TERMS AND CONDITIONS

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

- Provide a single page advertisement in the Official Parade Magazine (placement at the publisher's discretion). DEVELOPER must provide the publisher with camera ready artwork according to the schedule in the DATES & DEADLINES Section of this Agreement. Any upgraded advertisements in the Official Parade Magazine will be coordinated directly with the publisher and at an additional expense to the DEVELOPER. Only participating Parade of Homes Builders in the entered subdivision can be included in the DEVELOPER's advertisements.
- Provide a 4' x 4' sign for the entrance of the neighborhood indicating the neighborhood's participation in the Parade to be used for the duration of the Parade of Homes.
- Provide magazines for distribution in each subdivision entry.
- Provide special notations on the map in the Official Parade Magazine to indicate subdivisions with 4 or more entries.
- Conduct multi-media advertising campaign during which Parade entries will be featured.
- Supply sufficient directional signs for subdivision and physically mark the entry as an official Parade of Homes entry to distinguish from non-participants.

**The DEVELOPER agrees to:**

- Follow and abide by the terms and conditions of this Contract and subject him/herself to the governing power of the NHBA. Failure to do so can result in, including but not limited to, the loss of his/her deposit and being prohibited from participating in future Parades.
- Be a member in good standing of the NHBA through the duration of the Parade of Homes. Also, ensure that the builders participating in the subdivision are members in good standing of the NHBA through the duration of the Parade of Homes.
- Provide a minimum of 4 building sites in the subdivision for the construction of Parade Homes. Individual Builders may construct as many homes in the subdivision as they wish. These lots shall be made available only to members in good standing of the NHBA and who complete a Builder Agreement indicating the intention to participate in the Parade. The DEVELOPER agrees that the lots shall be accessible and in serviceable condition (streets, water service, sewer, gas, electric, phone and/or data).
- Ensure compliance of the Builder Participants in the subdivision in accordance to the terms of the Builder Agreement.
- Make weekly inspections of the Parade Site(s) and report to the Parade of Homes Chair(s) regarding the progress of each Builder participant, emphasizing the status of those who may be falling behind schedule.
- Coordinate all activities for the subdivision. He/she is also responsible to recommend any action against any builder.
- Provide a plan to the NHBA for anticipated traffic patterns and provide available parking for visitors during the entirety of the parades open dates and hours prior to the inspection of the homes in the subdivision.
- Wash down or otherwise clean the streets prior to each weekend of the Parade. Erect barricades (if necessary) to make the Parade area safe and pleasant for the public.
- Obtain permits from Home Owner's Association (if applicable), cities and the Parish to install Parade signage. Signage provided by the NHBA.
- The DEVELOPER agrees to abide by decisions made by the Parade of Homes Committee or Chair(s) and/or the Inspection Team.

### **DATES & DEADLINES**

- Dates & Hours of Operation: May 12-13; 18-20; 12:00pm - 5:00pm
- March 2, 2018 – Deadline to deliver this contract along with the Builder Agreements for the Builder Members participating in the subdivision, the DEVELOPER or SUBDIVISION logo, and information sheet to the office. Any subdivisions entered after this date cannot be guaranteed to be included in the Official Parade Magazine or map.
- 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.

### **INSURANCE & INDEMNITY**

- DEVELOPER 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. Also, all participating BUILDERS shall furnish the necessary general liability insurance for each Parade home. It will be the DEVELOPER's responsibility to ensure that the required insurance certificates are provided to the NHBA as indicated in the Builder Agreement. Failure to comply may result in the homes being prohibited from opening.
- DEVELOPER agrees that he/she is, and shall remain, so long as he/she owns the subdivision, solely responsible for ensuring that it is maintained in a condition safe for entry of the public. DEVELOPER 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 DEVELOPER's subdivision. In addition, the DEVELOPER 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. DEVELOPER 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 DEVELOPER and his/her personnel.

#### **SIGNAGE**

- There will be only one official sign per subdivision entrance. 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 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 NHBA shall dismantle and collect poles after the Parade ends. The BUILDER must return all signs and flags to the NHBA office by June 1, 2018 to be eligible for the deposit refund.
- It is the DEVELOPER's responsibility to install the directional signs from the entrance of the subdivision and main highway to their subdivision. All directional signs installed by DEVELOPERS 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.
- All disputes will be handled by the Parade Chair(s) who has the final say in the matter.

#### **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 the NHBA Executive Officer.

#### *DEVELOPERS understand:*

- Parade magazine advertising - NHBA members can only advertise under the name that their membership is officially listed with the Northshore HBA, Louisiana HBA, and the National Association of Home Builders. 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 subdivision will have a 1-page layout in this magazine. 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.
- 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.

#### **CANCELLATION**

- DEVELOPER agrees, in the event that the Parade of Homes is not held in his/her subdivision for any reason whatsoever, including, but not limited to his/her own withdrawal from participation, to cancel, at the discretion of any Builder participant who has not yet commenced construction of his/her Parade home, any Purchase Agreement or Act of Sale entered into with any builder who intended to use the lot purchased solely to build in the Parade of Homes, and to return his deposit to him in full.

#### **DISPUTES**

- As a Parade of Homes DEVELOPER, I agree to all the preceding and the decisions rendered by the Parade of Homes 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.

As a Parade of Homes Developer, I agree to all the preceding and the decisions rendered by the Parade Committee and/or Chair(s).

*Accepted by:*

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2018 Parade Developer Name (Print)

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2018 Parade Developer Signature

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Date