



**BUILDER AGREEMENT  
2021 PARADE OF HOMES®  
BUILDER AGREEMENT**

**ASSOCIATION:** BUILDERS ASSOCIATION - CORPUS CHRISTI AREA, INC.  
dba Coastal Bend Home Builders Association  
5325 Yorktown Blvd., Corpus Christi, Nueces County, Texas 78413  
Phone: 361-991-3034

**BUILDER INFORMATION:**

Company Name: \_\_\_\_\_ Builder Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Office phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_  
Secondary Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

**ENTRY REQUIREMENT:** Parade Home entries shall have completed construction less than twelve (12) months prior to the Grand Opening Reception of the 2021 Parade of Homes®. Model Home requirements listed below. Only CBHBA member builders can enter homes in the Parade.

**ENTRY FEES:**  
Early Entry: July 1, 2021- August 6, 2021.....\$3000 per home  
Late Entry: August 7, 2021- August 20, 2021.....\$3500 per home  
Limited to the first 30 homes to file their completed paperwork and check with the CBHBA office. No discounts for multiple homes.

**ELIGABILITY REQUIRMENTS:**  
Homes that were part of a previous Parade of Homes are ineligible.

**KEY DATES & DEADLINES:**

Early Entry Deadline:	Friday, August 6, 2021
Late Entry Deadline:	Friday, August 20, 2021
Withdrawal Deadline (\$250 penalty)	Friday September 3, 2021
House Description Deadline:	Friday, September 3, 2021
Builder Headshot & Logo Deadline	Friday, September 3, 2021
<b>AutoCad file of Elevation &amp; Floor Plan</b>	<b>Friday September 3, 2021</b>
Completion Deadline (C of O required):	Friday, October 29, 2021
Judging:	Saturday. October 30, 2021
Ribbon Cutting/VIP Party:	Thursday, November 4, 2021

**\_\_\_\_\_ Builder Initial - Completion Deadline (C of O required): Friday, October 3rd. Homes incomplete on this date will be removed from the website & Map. No refunds will be given.**

Initials: Builder \_\_\_\_\_ CBHBA Executive Officer \_\_\_\_\_



**PARADE DATES:** November 5-7, 11 am- 5 pm (Hours on Fridays may change)  
November 12-14, 11am – 5 pm (Hours on Fridays may change)

**PARADE HOME PROPERTY:**

Parade Home Physical Address: \_\_\_\_\_

Lot Number: \_\_\_\_\_ Block \_\_\_\_\_ Subdivision: \_\_\_\_\_

City \_\_\_\_\_ County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**RECITALS**

The Coastal Bend Home Builders Association (CBHBA) annually presents the "Parade of Homes®", a program established for the benefit of the Coastal Bend community and building industry; and,

CBHBA relies upon the participation of the local builder members of the Association for the continued vitality of the Parade of Homes®; and,

CBHBA intends to promulgate rules and regulations for the administration of the Parade of Homes®, which, when promulgated, are automatically incorporated into this Agreement.

**NOW THEREFORE, for the Consideration, the parties agree to the following contract terms:**

1. **PROMOTION:** The Coastal Bend Home Builders Association will promote the Parade of Homes® in order that attention is placed on the event and that a high degree of visibility is obtained. In consideration of the Builder's inclusion and participation in the 2021 Parade of Homes®, the builder will secure permission to duplicate, use and depict in any and all Parade of Homes® advertisements and promotional material, regardless of medium, the copyrighted architectural design and/or plans for the entered Parade Home.
2. **ENTRY FEE:** Builder will pay an **Entry Fee** of: \$3000 Early Entry Fee before August 6, 2021, and \$3500 after August 6, 2021.
3. **DEADLINES:** Builder will recognize and strictly comply with the following deadlines. Builder will forfeit the entry fee if deadlines are not met.
  - a. **Withdrawal Deadline:** The last day on which a Builder may withdraw an entry shall be September 3, 2021.
  - b. **Lot Change Deadline:** The last day on which a Builder may change the designated lot(s) of any "Parade

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Home” entry shall be September 3, 2021.

- c. **Rendering Deadline:** Autocad files of the elevation & floorplans must be turned in to the CBHBA office before September 3, 2021
  - d. **Home Description Deadline:** The last day on which a Builder must submit to the Association a complete description using the proper form on the Parade Home(s) to be exhibited in the Parade of Homes® shall be September 3, 2021.
  - e. **Builder Photo Deadline:** The last day on which the principal owner of a firm that has entered a home for exhibition in the Parade of Homes® can submit a headshot for inclusion to the magazine, website and app will be September 3, 2021.
  - g. **Completion Deadline.** In order to satisfy completion deadline requirements, **Certificate of Occupancy must be submitted** to the CBHBA office on or before 5 pm on Friday, October 29, 2021. **IF HOME DOES NOT MEET THE COMPLETION DEADLINE DATE AND REQUIREMENTS AS NOTED ABOVE, HOME WILL NOT BE ADVERTISED IN THE PARADE OF HOMES® DIGITAL PUBLICATIONS OR MAP.** *If the CBHBA is unable to pull any or all advertising, the advertising will have a “home unavailable for viewing” banner on any and all advertising.* The certificate of occupancy will be required to be delivered to CBHBA office by 5 pm Friday October 29th.
4. **NON-MEMBER ENTRIES:** Non-members are welcome to become members so that they can exhibit homes in the 2021 POH. Non-members will not be allowed to enter homes.
  5. **DESIGNATED LOT:** Builder hereby agrees to designate the full legal description of the lot(s) upon which the Parade Home(s) will be built on or before the Lot Change Deadline on September 3, 2021.
  6. **CONDITION OF PARADE HOMES:** The Parade of Homes® Steering Committee will perform periodic inspections of all homes entered for the Parade of Homes®. The Parade of Homes® Steering Committee may, if necessary, promulgate reasonable construction schedules to ensure that all Parade Homes are fully completed on or before the *Completion Deadline*. The Parade of Homes® Steering Committee shall declare a builder in **DEFAULT** of this Agreement if his or her Parade Home is not fully completed by the *Completion Deadline*. A builder’s Parade Home may be reinstated for the Parade of Homes® and **DEFAULT** status changed only upon approval of the Parade of Homes® Chairman.
  7. **PARADE HOME OCCUPANCY:** Builder's Parade Home **shall not be occupied on or during the Parade of Homes®**. "Occupied", as used herein, will be inhabited; however, such Parade Home may be sold to a future occupant so long as the Parade Home is unoccupied during the Parade of Homes®. Homeowners may not begin or partially move in until after the Parade of Homes® is completely over.

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8. **OPEN TIMES:** The times at which such Parade Home(s)® will be open shall be those reasonable times as designated by the Parade of Homes® Committee; such designations will be made on or before thirty (30) days prior to the *Grand Opening Reception* of the Parade of Homes®. **All participating Parade Homes MUST be open to the public during the designated "open times" with a representative in the home. Air conditioning and lights must remain on during the designated "open times," and all trash must be properly maintained.**
  
9. **TICKETS:** Each participating builder agrees that there shall be a public admission fee at the door of \$7.00 per adult, 17 and under free. Tickets will be available for purchase online, and at the CBHBA office and at other locations throughout the area for purchase by the public. Each home shall have a tickets for sale at the front door with a smart phone or tablet to assist the public in purchasing tickets online.
  
10. **INCLEMENT WEATHER:** In the event of inclement weather the Steering Committee will make the decision and determine whether to close the Parade of Homes®. In the event weather conditions make it necessary to close the Parade of Homes®, a representative of the Parade of Homes® Steering Committee shall notify all builder participants. **Do not close your homes, during open hours without notification from a representative of the Parade of Homes Steering Committee.**
  
11. **POSTPONEMENTS:** The Association's Board of Directors reserves the right by resolution to postpone and reschedule the Parade of Homes®. The parties hereto shall continue to be bound to this Agreement except as such terms are modified by the changed dates including, but not limited to the *Completion Deadline*, the *Grand Opening Reception* and the *Parade of Homes®*.
  
12. **CANCELLATION:** The Association's Area Board of Directors reserves the right to cancel the Parade of Homes® and issue refunds in the following manner:
  - a. If it is determined not later than the *September 3, 2021* that there is an evident lack of interest of builders willing to participate, the Parade of Homes® by resolution of the Association's Board of Directors may be cancelled. Refunds shall be issued to the builder equal to 100% of the ***Entry Fee*** for each home(s) he or she has entered in the Parade of Homes®.
  - b. Only by an Act of God or War, occurring after the Late Entry Deadline may the Parade of Homes® be cancelled by resolution of the Association's Board of Directors. Refunds of \$300 shall be issued to the builder for each home(s) he or she has entered in the Parade of Homes®.
  
13. **JUDGING:** If the Association decides to judge Parade Homes, the participating builder agrees to comply with all rules of the judging. Failure to comply with all rules of judging will result in the disqualification of the home from the judging portion of the Parade of Homes®. **Homes that have not turned in their Certificate of Occupancy to the CBHBA will be disqualified from judging.** The only exception is the People's Choice

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award, which is judged by the public during the Parade, and only if the home qualifies to be open during the Parade of Homes. Homes must be clean, with the yard mowed prior to judging. No workmen are allowed on site during judging.

14. **SIGNAGE:** Signs and flags provided by the Association are the property of the Coastal Bend Home Builders Association and must be picked up at the office on October 29, 2021, installed by the builder and returned at the conclusion of the Parade of Homes®. Not returning the signs within 5 business days after the last day of the Parade of Homes® will result in the builder being billed \$250 to replace the sign and/or flag. Builders have the right to negotiate with member vendors for inclusion or recognition or display space inside their homes. The *Exclusive Auto Sponsor* will be allowed to display a “new” vehicle in the Showcase Home driveway. In order for vendors to place signage or recognition inside a Parade Home, the vendor must be a member of the Coastal Bend Home Builders Association.
15. **DEFAULT:** In the event Builder is in default of this Agreement, Builder will forfeit to the Association, as liquidated damages the Entry Fee and shall surrender any and all Association property provided to Builder for the purpose of Parade of Homes® promotion. If a builder defaults because his or her home is determined to be “not complete” and if the condition of the home poses a danger to the public, the association reserves the right to post appropriate signs to advise the general public of the hazard. The liquidated damages set forth above constitute stipulated sums of money as a reasonable estimate of potential damage and is agreed upon as adequate compensation. Furthermore, and in addition to the foregoing, after notice and hearing, the Association has the right and authority to terminate the Builder’s membership in the Association in the event a knowing breach of contract was committed.
16. **INDEMNIFICATION:** Builder agrees to indemnify, defend and hold harmless the Association including its Parade of Homes® Steering Committee, Parade of Homes Committee, employees, directors, member officers, subsidiaries, affiliates, shareholders, attorneys, successors and assigns, from any claims, causes of action, demands, damages, expenses, costs, fees (including attorneys’ fees) and judgments of any kind which may be made against any or all of them arising out of or in any way relating to the Builder’s participation in Parade of Homes®. This indemnification agreement includes, without limitation claims for bodily injury, death, damage or loss of personal property, breach of warranty, or breach of contract, and claims arising out of the acts or omissions of Builder, or subcontractors or agents employed by the Builder.
17. **MISCELLANEOUS:**
  - a. **Assignment:** This Agreement may not be assigned, sold or conveyed without the prior written consent of the Association.
  - b. **Alternative Dispute Resolution:** The parties agree to mediate in good faith to resolve any dispute under this Agreement. If the dispute is not fully resolved in mediation, the dispute shall be submitted to binding arbitration before the Nueces County Dispute Resolution Services Center utilizing the American Arbitration Association’s Commercial Arbitration Rules.
  - c. **Attorney’s Fees:** Any party to this Agreement who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement or the subject matter hereof, will be additionally entitled to recover court costs and reasonable attorney fees, and all other litigation expenses, including deposition costs, travel and expert witness fees from the non-prevailing party.
  - d. **Binding Effect:** This Agreement will be binding upon and inure to the benefit of the parties hereto and

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their respective heirs, executors, representatives, successors and assigns where permitted by this Agreement.

- e. Counterparts: This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
- f. Notices: Any notice or communication required or permitted hereunder will be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient at the address shown herein, and if not so shown, then at the last known address according to the records of the party delivering the notice. Notice given in any other manner will be effective only if and when received by the addressee. Any address for notice may be changed by written notice delivered as provided herein

***AGREEMENT SIGNATURES***

**BUILDER**

**BUILDERS ASSOCIATION –  
CORPUS CHRISTI AREA, INC.d/b/a Coastal Bend Home  
Builders Association**

Signature: \_\_\_\_\_

Signature \_\_\_\_\_

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

Name: Wendy Herman

Title: \_\_\_\_\_

Title: CBHBA Executive Officer

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

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

**If Property Is Owned By Other Than The Builder, Also Agreed By:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Each home entered in the 2021 Parade of Homes will need its own separate contract.

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