

Parade of New Homes

CONTRACT

June 18-21, 2020

A. Enter the 2020 Parade of Homes

 All Parade of Homes contracts and associated documentation must be submitted to the Home Builders Association of the Grand Traverse Area, Inc. (HBAGTA) office, located at 3040 Sunset Lane, Traverse City, Michigan by 4:30p.m no later than March 6th, 2020. By initializing each page & completing each document provided, you agree to adhere to the rules.

B. Parade Participation Contract and Fees

- 1) A signed contract and entry fee payment in full is required to enter into an agreement with the HBAGTA for home entry, advertising and promotional services related to the 2020 Parade of Homes. *Fee is non-refundable*.
 - A. An early registration received by November 15, 2019 is \$1,750.00.
 - B. Registrations received between November 16, 2019 and March 6th, 2020 is \$2,000.00.
- 2) Surety (Performance) Bond

A Surety (Performance) Bond of \$750.00 will be collected at the time of application. If no violations occur by the builder, a full reimbursement will be issued after the 2020 Parade of Homes event has been completed and all HBAGTA-owned materials have been returned (signs, etc.). The Parade Builder has the right to appeal any charges, in writing to the Board of Directors, whose decision shall be final.

Failure to abide by the Rules and Regulations of the 2020 Parade of Homes contract will be considered a violation of this contract. Violations will result in the forfeiture of part, or the entire \$750.00 bond. Non-compliance with any section of the contract, by the Builder, may result in the automatic removal of the Parade Home from the 2020 Parade of Homes event and the forfeiture of the \$750.00 bond. Other violations of the Rules and Regulations set forth in this contract will be assessed as follows:

| 1 st | Violation | \$ 200 | (Total Penalty | \$ 200) |
|-----------------|-----------|--------|----------------|-----------------|
| 2 nd | Violation | \$ 250 | (Total Penalty | \$ 450) |
| 3 rd | Violation | \$ 300 | (Total Penalty | \$ 750) |

- 3) The Parade of Homes Committee has sole discretion over the content of advertising and promotional services provided in conjunction with the Parade of Homes. The Parade of Homes Committee reserves the right to edit any tour guide submissions that do not meet the HBAGTA standards of quality, integrity and ethical business practices.
- 4) Parade contracts and associated documentation must be received by the March 6th, 2020 deadline or a \$500 late submission fee will be contractually charged. The HBAGTA reserves the right to reject any contract submitted after the contract deadline, even those accompanied by late submission payments.

C. <u>New and Remodeled Home Parade of Homes Dates and Hours of Operation:</u>

| Thursday, June 18 | 12:00 noon - 8:00 p.m. |
|-------------------|----------------------------|
| Friday, June 19 | 12:00 noon - 8:00 p.m. |
| Saturday, June 20 | 9:00 a.m 7:00 p.m. |
| Sunday June 21 | 11:00a.m 4:00 p.m. |

D. Parade of Homes Mandatory Builder Meeting: Attendance is required!

1) A Builder Meeting will take place on **Wednesday**, **May 6th** at 5:30 p.m. at the West Bay Beach Holiday Inn in Traverse City. Important information and maps will be reviewed. The Parade home Builder and/or a representative of the company is required to attend.

E. Builder Eligibility Requirements:

- 1) Builder must hold an individual Michigan Residential Builder license which is current and valid.
- 2) Builder is required to have 2 years in business under the current company name.
- 3) In the case of an LLC, Sole Proprietorship or Corporation, the Resident Agent/Qualifying Officer of that entity must hold an individual Michigan Residential Builder license which is current and valid.
- 4) Builder or Resident Agent of a Builder's LLC, Sole Proprietorship or Corporation must be the signatory on the contract.
- 5) Builder must be a member in good standing of the HBAGTA.
- 6) Builder entering into this contract states that he/she is the owner of the home plans and/or has exclusive rights, including that of copyright, to construct the home.
- 7) Builder agrees to defend, indemnify and hold harmless, the HBAGTA, including its officers, directors, employees and agents 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 2020 Parade of Homes, or the inclusion of drawings or floor plans of the home in any printed or electronic publication of the HBAGTA, publicizing or in conjunction with the 2020 Parade of Homes.

F. Subcontractors, Suppliers & Builder Agents

- 1) The HBAGTA encourages Builders to exclusively utilize HBAGTA member subcontractors and suppliers for Parade homes.
- 2) Sub-contractors and Suppliers must be current HBAGTA members to market themselves and/or their products during the Parade at the Parade home. *Allowing non-members to participate or advertise is considered a violation of this contract.*

G. Final Inspection and Certificate Deadlines:

- 1) All Builders must submit the following documents by 4:00 p.m., **Thursday, June 11th, 2020**.
 - a. Temporary or Final Certificate of Occupancy.
 - b. Certificate of Insurance for the Parade Home providing Commercial General Liability Insurance and naming the Home Builders Association of the Grand Traverse Area, Inc. as additional insured. The coverage limits shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 2.) A final inspection of all Parade Homes will take place on **Friday June 12^h**, **2020** by a representative of the Parade of Homes Committee.

H. Parade Rules and Regulations:

- 1) Every Parade Home is intended to be a new home. The HBAGTA is allowing new homes, with COO received within 2020 to be eligible as a 2020 parade home.
 - a. Homeowners in occupied homes must sign the attached 2020 Parade Home Buyer/Homeowner Release Agreement Form prior to the opening of the Parade.
 - b. Homeowners in these occupied homes must also agree to vacate the premises during the entire Parade, June 18 through June 21 and agree to allow their home to be open to the public throughout the Parade of Homes.
- 2) New homes that were previously featured in a Parade of Homes may be re-entered into the 2020 Parade of Homes.
 - a. The 2020 Parade of Homes Tour Guide will notate those homes which were previously entered.
 - b. Re-entered homes will not be eligible for any Judging and People's Choice Awards.
 - c. Previous year awards may be displayed in the garage sales area only.

- 3) Parade homes must be open to the public throughout the entire Parade of Homes designated days and hours.
- 4) Home Exterior: The Builder will provide finished sidewalks and driveways, and shall have all siding, painting and/or brick on the exterior of the 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 the home is accessible and safe. Any exceptions to this rule must be reviewed with the Parade Committee.
- 5) 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. *There must be no unsightly storage*.
- 6) Any portion of the home that is intended to be finished by Parade that has already been started prior to Parade, needs to be completed in order to be judged and open to the public.
- 7) Furniture: The Builder has the option of showing the Parade Home furnished, partially furnished, or unfurnished.
- 8) Home Features: The Builder agrees to provide a listing of features and details of their Parade Home(s) for the general public.
- 9) During the hours of operation, the HBAGTA requires the Builder or on-site builder's representative to have a phone so that the HBAGTA or Parade Committee members can contact that home.
- 10) The Builder shall not require the public to remove their shoes before entering a Parade Home, with the exception of pointed-heel shoes. The Builder may use runners on the floor and/or **provide shoe covers** to protect the floor coverings. Shoe covers are the responsibility of the Builder and may be purchased at many medical supply companies.
- 11) The Builder will provide a table and two chairs to adequately accommodate the non-profit personnel working at the home, selling tickets and providing information to the public about the home and Builder.
- 12) The Builder will provide additional seating for the public and a functional shoe covering container (if applicable) at the home entrance.
- 13) The Builder may use the garage as a sales area to promote their business or that of the HBAGTA member sub-contractors and suppliers who participated in the construction of the Parade home. Sub-contractors and Suppliers must be HBAGTA members to market themselves and/or their products during the Parade.
- 14) The Builder agrees that all interior signs located in living areas of the home will be no more than 12 x 14 inches. 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.
- 15) The HBAGTA will provide a large white numbered Parade of Homes sign for each Parade home. It is the builder's responsibility to pick up the sign from the HBAGTA office and return the sign within 1 week following the Parade.
- 16) The Builder understands that no yard signs will be posted at the Parade property during the Parade except the large white numbered Parade sign provided and the real estate sign (if applicable). The real estate sign cannot exceed 2 X 3 feet.
- 17) The Builder agrees not to allow any other form of promotion of events, properties or items at the Parade home throughout the event. These promotions include, but shall not be limited to: Realtor open houses, non-profit events, and/or the sale of property, products by individual schools, churches or other organizations.
- 18) Alcohol is strictly prohibited on site at the premises of the Parade home(s) during operating hours of the Parade.
- 19) The Builder is to notify all neighbors in the immediate area of the home being shown (any neighbor that may be affected by Parade traffic) no less than 2 weeks before the Parade.

I. <u>Builder Provisions:</u>

1) The Builder will receive a full-page color display page in the 2020 Parade of Homes Tour Guide. See <u>Addendum A</u> for display page requirements and information on submission of Parade home information.

- 2) Builder contact information shall include address, phone and website. The HBAGTA member company/contact is the name that will be published and recognized in all official Parade of Home marketing.
- 3) The Builder's project will be displayed on the HBAGTA website.
- 4) The Builder will receive one large number-specific Parade yard sign. Additional signs may be provided upon request and based on HBAGTA discretion.
- 5) The Builder will receive twenty (20) complimentary 2020 Parade of Homes tickets for the builder's use in promoting the event. Additional tickets can be purchased by the builder at 50% off.
 - a. Stacking of ballots is prohibited! Builders should encourage ticket holders to vote for their favorite home in each category.
- 6) The Builder will be provided with volunteer personnel to host the home during the event.
- 7) The Builder will receive a discounted price of \$500.00 for advertising purchased on the page adjacent to his/her display page in the Parade of Homes Tour Guide.

J. <u>Required Tour Guide Submission Materials for a Parade Home:</u>

See <u>Addendum A</u> for information on submission of Parade home information.
 a. NOTE: Home price category is listed "AS IS" without land.

K. Substitutions:

1) Parade home entries may be substituted by the builder provided that a payment of \$500 is included with the new entry details. The builder may also be billed an additional amount to cover the actual costs incurred for having to recreate advertising materials. No substitutions allowed after **May 6th**, **2020**.

L. <u>Withdrawal of Entry:</u>

- 1) If a builder has signed the HBAGTA Parade of Homes contract, paid the applicable fees and has decided to withdraw, the Builder must submit in writing to the HBA Parade of Homes Committee providing the reason for withdrawing from the 2020 Parade of Homes.
- 2) There will be no refund of entry or advertising fees paid.
- 3) The Builder may be responsible for additional costs incurred by the HBATA for advertising material modifications and to notify the public, volunteers and other stakeholders about the withdrawal of the entry.

M. <u>Parade Tour Guide Review and Approval of Copy:</u>

- 1) The 2020 Parade of Homes Tour Guide proof will be available for review on **May 13th, 2020** at the Home Builders Association office between the hours of 9:00 a.m. and 4:00 p.m. and available by email.
- 2) Each participating Builder is required to review the 2020 Parade of Homes Tour Guide and sign off with approval <u>at</u> the HBAGTA office. Those who do not review their submission accept the materials as prepared without expectation of revisions after the printer's deadline.
- 3) Neither the HBAGTA nor its employees, agents or representatives will be liable for any damages related to misprints, errors or omissions that may occur on the Builder pages or within the advertising appearing or failing to appear within the publication. The HBAGTA will not be held responsible for any misprints, errors or omissions of the printer after the Builder or Advertiser proof review has been completed.

N. Award Judging:

- Final inspection by a representative of the Parade of Homes Committee will be on Friday June 12th. The Parade of Homes entries will be pre-judged by independent judges on Monday June 15th and/or Tuesday, June 16Th, 2020. The builder or representative from the company must provide entry into the home at the pre-scheduled time. The HBAGTA will present all category winners with recognition certificates in advance of the opening of the Parade of Homes or shortly thereafter. Categories include:
 - a. Master Suite
 - b. Interior Design
 - c. Kitchen

- d. Exterior Design
- e. Craftsmanship
- f. Judges Choice (Extraordinary detail, design, quality and perceived value)
- 2) The public will vote for the People's Choice in each price category during the Parade of Homes.
- 3) Awards will be presented at an Awards Ceremony and/or the winners may be notified in writing and the awards presented in person. A press release will be distributed.

O. <u>Failure to Abide by Rules:</u>

- Failure to follow the agreements established in the Parade of Homes contract may 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 has the right to appeal, in writing, to the Board of Directors.
- 2) Depending on the violation, an independent third party group may be consulted.
- 3) Failure to abide by the Parade of Homes contract will be considered a violation of this Contract. Noncompliance relative to necessary signatures, waivers, agreements, Certificates of Occupancy, or Certificate of Insurance will result in automatic withdrawal from the Parade of Homes.

P. <u>Misunderstandings or Disputes:</u>

- 1) The requirements contained within this Contract are discretionary with the HBAGTA. The Board of Directors is responsible for determining Contract compliance. The Board of Directors shall be the authority in resolving disputes regarding this Contract.
- 2) Any further contested decisions are to be resolved through mediation or with legal counsel in Grand Traverse County, Michigan. The Builder is responsible for any fees or costs incurred by the Association in enforcing this Contract and resolving disputes.

Q. Security

1) Builders shall be solely responsible for security of their Parade home, both during construction and during the Parade of Homes.

R. Contract Conditions:

1) This Contract shall be binding upon both the HBAGTA and the Builder for themselves or any entity they represent, their successors and assignees.



2020 Parade of Homes Contract Agreement Form

June 18 -21st, 2020

I, the undersigned, have read and understand the Contract for the 2019 Parade of Homes. I further pledge that I am legally qualified to enter into this agreement for myself as an individual, or for my company as Qualifying Officer or Resident Agent. I hereby agree to all stated timelines, terms and conditions of the contract.

| Parade Builder Company Name: | | | | | |
|-------------------------------|---|------------|-----------|---------------|--|
| Parade Applicant Name: | | | | | |
| Company Street Address: | | | | | |
| City: | State: | Zip: | | | |
| Phone: | Cellular: | | Email: | | |
| Parade Home Address(s): | | | | | |
| 1. Street: | City: | Zip: | | _ Amount Due: | |
| 2. Street: | City: | Zip: | | Amount Due: | |
| 3. Street: | City: | Zip: | | Amount Due: | |
| | | | Total Amo | unt Due: \$ | |
| Check # | | | | | |
| Credit Card # | redit Card # (Visa or Master Card only) | | | | |
| Name on Card: | | Exp. Date | e:/ | V Code: | |
| Address Affiliated with Card: | | | | | |
| City: | | | _ | | |
| Builder's Signature: | | | | | |
| Acceptance by HBA: | | | | | |
| Office Use Only: Invoice # _ | Date | Processed: | By: | | |

2020 Parade of Homes Contract <u>will not be accepted</u> without signature(s)

DUE DATE: NO LATER THAN MARCH 6, 2020



2020 Parade of Homes Contract

June 18th -21st, 2020

DEFENSE & HOLD HARMLESS WAIVER

The Home Builders Association of the Grand Traverse Area, Inc. accepts no responsibility for the sale of any Parade Home. 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.

The Builder as a Sole Proprietor, Partnership, or Qualifying Officer of a Corporation, further agrees to defend, indemnify 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 obligations to defend, indemnify and hold harmless the Home Builders Association of the Grand Traverse Area, Inc. in the event liability is found. The only exception to the Builder obligations to defend, indemnify and hold harmless the Home Builders Association of the Grand Traverse Area, Inc. is if HBAGTA is found to be the sole cause of said damage.

By the signature(s) below, the Builder certifies that he/she has carefully read the 2019 Parade of Homes Contract, Defense & Hold Harmless Waiver, and Parade Home Readiness Criteria. In addition, if the home has been pre-sold, a Pre-Sold Parade Home Buyer/Homeowner Release Agreement Form must be signed and submitted.

| Parade Builder Company Name: | | | | |
|--|---------------------------------|---------|--------|--|
| Parade Applicant Name: | | | | |
| Company Street Address: | | | | |
| City: | State: | Zip: | | |
| Phone: | Cellular: | | Email: | |
| Parade Home Address(s): | | | | |
| 1. Street: | City: | | Zip: | |
| 2. Street: | City: | | Zip: | |
| 3. Street: | City: | | Zip: | |
| The I Builders License #: | Builders License must be curren | | | |
| Signature: | | _ Date: | | |
| If Corporation or LLC, please prov Qualifying Officer Name: | - | | | |
| Signature: | | _ Date: | | |
| | | | | |

2020 Parade of Homes Contract will not be accepted without signature(s)



2020 Parade of Homes Contract

June 18 -21st, 2020

HOME BUYER / HOME OWNER RELEASE AGREEMENT FORM

Participation Rules for Homeowners

- 1. I understand that we, the homeowners or family members, agree to vacate the premises during the entire Parade of Homes weekend and agree to allow our home to be open to the public throughout the Parade of Homes, June 18-21.
- 2. I understand that a photo of my project will be published in the Parade of Homes Tour Guide and on the HBAGTA website.
- 3. I understand that my builder will be at the home during all hours of the Parade of Homes as well as a non-profit staffing group.
- 4. I understand that if my builder withdraws from the Parade of Homes after the assigned deadlines, or does not open my entry by the opening day and time of the Parade of Homes, their entry fee will not be reimbursed and possible additional financial penalties may occur.
- 5. I understand that consumption or serving of alcoholic beverages is not permitted at Parade Homes during Parade of Homes designated days.
- 6. I agree not to publicize the project entered to the media to hold a public open house prior to the Parade of Homes prior to the opening of the event or during the event.
- 7. I agree not to advertise or promote any vendors, subcontractors and/or suppliers within the premises of my home that are not members in good standing of the Home Builders Association of the Grand Traverse Area.
- 8. I understand that valuable items or irreplaceable items should not be left in the home and items that may endanger the safety of the public should be locked in an appropriate place that is inaccessible to all but the Buyer/Homeowner.

| I (homeowner(s) | | | , hereby agree to allow my home to be |
|----------------------------------|------------------------|-------------------|--|
| | | | stand my home will be open to the public |
| during the following days/hours: | | | |
| • Thursday, June 18, 2020 | 12:00 noon – 8:00 p.m. | | |
| • Friday, June 19, 2020 | 12:00 noon – 8:00 p.m. | | |
| • Saturday, June 20, 2020 | 9:00 a.m 7:00 p.m. | | |
| • Sunday June 21, 2020 | 11:00a.m 4:00 p.m. | | |
| I will permit the builder, | | to be in charge o | f my home during these days/hours. |
| Home Owner Signature | | Date | |
| Home Owner Signature | | Date | |
| Phone Number: | | | |
| Parade Home Address: | | City | Zip |
| Builder's Signature: | | Date: | |

2020 Parade of Homes Contract will <u>not be accepted</u> without signature(s)



ADDENDUM A – Checklist (1 per home)

2020 Parade of Homes Tour Guide Information Request

| BUILDER NAME | | | |
|--|---|--------------------|---------|
| PARADE HOME ADDRESS | | - | |
| | | - | |
| | | PLEASE P | RINT |
| CITY, STATE, ZIP | | | |
| ENTRY TYPE (CHOOSE ALL THAT APPLY) | Single Family Green Certified / Verified Condo / Multi-Family Waterfront | | |
| HOME INFORMATION | | DEADLINE | HBA USE |
| | # OF BEDROOMS | | |
| | # OF BATHROOMS | - | |
| | TOTAL SQ FT OF FINISHED AREA | | |
| | MAIN FLOOR SQ FT | | |
| | UPPER LEVEL SQ FT | MARCH 6, 2020 | |
| | LOWER LEVEL SQ FT | MARCH 0, 2020 | |
| | TOTAL SQ FOOTAGE OF | - | |
| FAIR MARKET VALUE | FMV <mark>"AS IS"</mark> WITHOUT LAND | - | |
| HOME PRICE INFORMATION | SELLING PRICE | | |
| | | | |
| PROJECT DESCRIPTION AND INFORMATION CHECKLIST | Submit the following information electronically to najwa@hbagta.com Description of home with a maximum of 210 characters High resolution company logo High resolution photo of Parade home High resolution photo of non-dimensional floor plan Hand drawn site map showing the nearest major crossroads or landmarks. The address must be clearly noted. Calendar marked for Builder Meeting, May 6th, 2020 | April 29, 2020 | |
| IS HOME SOLD? | IF YES, completion of Release Agreement Form required! | March 6, 2020 | |
| BUILDER AD PAGE | □ YES □ NO □ ARTWORK SUBMITTED | April 29, 2020 | |
| ADDITIONAL ADVERTISING | □ YES □ NO □ ARTWORK SIZE: | April 29, 2020 | |
| COO & COI | □ Certificate of Occupancy □ Certificate of Insurance | June 11, 2020 | |
| | Use additional sheets as needed to add additional sub | -contractors and n | notes |
| | All information is to be submitted to Najwa AboHadba at najwa@hbagta.com | | |
| | INCOMPLETE INFORMATION OR INFORMATION SUBMITTED AFTE DEADLINES ARE SUBJECT TO THE \$500.00 FINE! | | |



2020 Parade of Homes Contract

CALENDAR OF EVENTS

March Sunday Tuesday Wednesday Thursday Friday Saturday Monday 2 4 5 6 Contract, 1 3 7 Payment & **Information Due** Date 9 10 12 8 11 13 14 15 20 21 16 17 18 19 22 23 24 25 26 27 28 29 30 31

| Apri | | | | | | |
|--------|--------|---------|---------------------------------|----------|--------|----------|
| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 Deadline to submit all media | 30 | | |
| | | | (see page 9) | | | |

| May | | | | | | |
|--------|--------|---------|---|----------|--------|----------|
| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 Mandatory Builder Meeting 5:30-7:30pm West Bay Holiday Inn Builder Ad Due for Tour Guide | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 Tour Guide Review & Sign-off | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 29 | 29 | |

June Tuesday Wednesday Thursday Friday Saturday Sunday Monday 2 3 4 5 1 6 9 8 10 11 New and 12 New & 13 7 **Remodeled Home Remodeled Home** COO & COI Must Final inspection by be turned in to **Committee Member** HBAGTA **19 POH 20 POH** 14 15 Judges 16 Judges 17 **18 POH** visiting visiting New 12-8pm 12-8pm 9-7pm New Homes Homes **21 POH** 22 Return 23 24 25 26 27 11-4pm White Home Signs 28 29 30