

**BUILDERS PARADE AGREEMENT FOR
2008 CADILLAC AREA PARADE OF HOMES**

The 2008 Spring Parade of Homes is scheduled to take place over four days:
Thursday & Friday, May 15 & 16 from 3 pm- 8 pm
Saturday, May 17 from 10 am – 7 pm
Sunday, May 18 from 12 pm – 6 pm

In order to enter a home, in the **2008 Parade of Homes**, you must be a builder member of the Northwest Michigan Home Builders Association, Inc., or a licensed builder practicing under that current license. The builder, whose name appears on this contract, is fully responsible in seeing that their name is on the building permit in the county that the Parade Home is to be built. If the builder is a corporation the contract and all obligations of the contract will be guaranteed by the chief corporate officer and by the individual holding the builders license for the corporation.

If you have had violations of the contract in the past two years, you are limited to one entry unless a special written request is made to the Parade of Homes committee at the time of this application and approved by the Board of Directors.

RULES AND REGULATIONS

1. Every home entered in the **2008 Parade of Homes** is a new home not previously occupied, has not been in any previous HBA promotions and will be open for the entire Parade of Homes.
2. For the advertising and promotional services provided by the Parade of Home committee as approved by the Board of Directors in its sole discretion and as a builder member of the Northwest Michigan Home Builder Association, Inc. (or as a properly licensed non-member), the builder agrees to pay a participation fee according to the following schedule:
3. A complete materials package must be submitted for:
Parade of Homes no later than Monday, March 28, 2008
*Materials may be delivered to the HBA office at 811 Sunnyside Drive, Cadillac
Or mail to PO Box 171, Cadillac MI 49601*

The material package that you are asked to provide includes:

- A) A finished blueprint and floor plan for each parade home in an 8.5” x 11” size. Prints cannot be accepted if alterations are hand written;
- B) A map for each parade home showing the nearest cross streets with the home location clearly marked;
- C) A home description for each parade home that is approximately 20-30 lines long.

4. For this payment fee, the builder will receive:
 - A) A full page in the official Parade of Homes Publication created by the Cadillac News. Page will feature a front elevation rendering, floor plan(s), description, interior photographs if possible and direction to the home(s);
 - B) Six (6) admission tickets per home;
5. NO HOME MAY BE ENTERED AFTER March 24, 2008.
6. A) Homes may be substituted and addresses changed up to 3 MONTHS PRIOR TO EACH PARADE, (provided that a check covering the up charge to the current submission date accompanies the request). All changes must be accompanied by a revised information sheet and include corrected elevations and blueprints. The builder will be charged for any re-drawing of completed rendering and/or floor plans.

B) In the event a builder withdraws from the Parade of Homes. They may forfeit any fees and the privilege of participation in future Parades may be lost for up to two years as recommended by the Parade of Homes committee and accepted by the Board of Directors. However, the Board of Directors may allow the entry fee(s) to be carried forward to the subsequent years event provided:
 - a. The builder submits, in writing, the circumstances involved in the withdraw from the Parade of Homes and makes available all supporting documentation.
 - b. All cost incurred by the Association as a result of the builders failure to participate are to be reimbursed to the Association prior to the start of the Parade.
7. The home(s) will have all excess building materials and construction debris removed from the site and ready to show by 8am on the opening Day of the Parade. The builder will have submitted to the HBA office a Final Certificate of Occupancy by 5:00 pm on the Friday prior to the first Parade Day. A Certificate of Insurance for the Parade Home(s) is due at the HBA office no later than 5:00 p.m. on the Monday prior to the first Parade Day. Failure to do this will automatically remove that home(s) from the Parade of Homes until a Final Certificate of Occupancy and a Certificate of Insurance for that home(s) has been submitted.
8. The builder will arrange for public liability and extended coverage limits of \$500,000/\$1,000,000 on each entered home and provide a Certificate of Insurance to the HBA office no later than 5:00 p.m. on the Monday prior to the first Parade Day.
9. The builder will provide finished sidewalks and driveways and shall have all siding, painting, and brick on the exterior of the home completed. The front yard and the rear and side yards will be in the final grade stage so that the home is accessible and safe. All exceptions to this rule must be reviewed with the Parade of Homes committee prior to the start of the Parade.

10. The builders agree that all interior doors and trim shall be in place and interior painting shall be completed. Floor coverings shall be installed and all fixtures shall be in place. All living areas must be open for public viewing.
11. The builder has the option of showing the Parade Home furnished, partly furnished, or unfurnished.
12. **The builder agrees to provide a listing of features, details and base price of the house for the general public and the host non-profit group. Failure to do this will result in forfeiture of performance rebate.**
13. The builder understands that if the home is pre-sold, the home may not be occupied before, or during the 2008 Parade of Homes. The customer must also acknowledge this agreement by their signature on this contract. Any prior sale contract shall contain this provision and further stipulate that if sold prior to or during the Parade, both the owner and the builder agrees to have the home open for public inspection during all official Spring Parade of Home hours. It shall be at the builders discretion to place SOLD signs at the Parade of Home(s).
14. The builder agrees that all signs shall conform to existing sign codes for the area. The Parade House number sign and directional signs are the responsibility of the Parade of Homes committee and may not be relocated without the consent of that committee. Any missing signs should be immediately reported to the HBA office. The following signs are the ONLY ones permitted to be placed in front of the Parade Home.
 - Real Estate sign - not to exceed 9 sq. ft.
 - Builder sign----- not to exceed 16 sq. ft.

All yard signs, subcontractor signs - not to exceed 9 sq. ft., must be constructed of a lasting type of material, freshly painted and free of stains, mounted on a post or in a frame, and must not obscure the Parade house number sign, provided by the Parade of Homes committee. All other signs not meeting the size standards as stated above shall be displayed in the garage. Special conditions for signing must be reviewed by the Parade of Homes Committee, prior to the placement of the sign(s). The builder agrees that all interior signs will be 12" x 14" or smaller. **No individual price tags will hang from products within the Parade Home.** It is up to the Builder to "police" their home(s) for compliance.

15. The builder agrees to the following:
 - A) Provide a key for the Parade Home(s). Location of the key shall be filed with the HBA and the non-profit host group.
 - B) The public shall NOT be required to remove their shoes before entering the Parade Home. Providing runners on the floor or shoe covers to the public to protect the floor covering is at the builders discretion.

- C) Provide a table and two chairs for the non-profit host group as a check in and ticket sales area. In addition, should booties be utilized, the builder will provide an area of seating enabling customers to put on and take off the booties.
16. Any violation of the rules and regulations as stated in this contract will automatically remove the builder from any awards or recognition program that may be implemented by the Parade of Homes committee as approved by the Board of Directors.
 17. **MISUNDERSTANDINGS AND DISPUTES:** The rules and regulations contained in this contract are discretionary with the Home Builders Association, and the Board of Directors is responsible for determining compliance. Any misunderstandings or disputes regarding the contract for the Cadillac Area Parade of Homes and involving any ultimate determination of the Board of Directors of the Association shall be resolved by arbitration in Cadillac, MI. The Builder is responsible for any fees or costs incurred by the Association in enforcing the agreement.
 18. The builder agrees to pay for any additional expenses by the association related to public relations problems with the Parade Home. (Example: Any sign needed should the home not open on time, or any special notices to the public with regard to the home.)
 19. This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

PARTICIPATION IN THE PARADE OF HOMES REQUIRES THE FOLLOWING:

- A) FINAL CERTIFICATE OF OCCUPANCY FOR EACH HOME TO THE HBA OFFICE BY 5:00 P.M. ON THE FRIDAY PRIOR TO THE FIRST PARADE DAY.
- B) CERTIFICATE OF INSURANCE FOR EACH ENTERED HOME BY 5:00 P.M. ON THE MONDAY PRIOR TO THE FIRST PARADE DAY.**
- C) SHOW READINESS OF THE HOME(S) AVAILABLE FOR VIEWING DURING POSTED HOURS.
- D) HAVING THE HOME(S) AVAILABLE FOR VIEWING DURING POSTED HOURS.
- F) A LISTING OF FEATURES, DETAILS AND CONTACT INFORMATION FOR THE HOUSE (REFERRED TO AS HOME DESCRIPTION.)

THE NORTHWEST MICHIGAN HOME BUILDERS ASSOCIATION, INC. ACCEPTS NO RESPONSIBILITY FOR THE SALE OF ANY PARADE HOME OR FOR ANY DAMAGE

WHICH MAY OCCUR IN CONNECTION WITH THE PUBLIC OR PRIVATE VIEWING OF THE PARADE HOME(S).

THE BUILDER AS A SOLE PROPRIETOR, PARTNERSHIP, OR QUALIFYING OFFICER OF A CORPORATION FURTHER AGREES TO HOLD THE NORTHWEST MICHIGAN HOME BUILDERS ASSOCIATION, INC. HARMLESS FROM ANY DAMAGES OR COSTS STEMMING FROM SUCH LIABILITY AND TO INDEMNIFY THE NORTHWEST MICHIGAN HOME BUILDER ASSOCIATION, INC. IN THE EVENT LIABILITY IS FOUND.

AFTER READING THE RULES AND REGULATIONS ON PAGES ONE (1) THROUGH FIVE (5), PLEASE FILL OUT, SIGN AND RETURN ALONG WITH YOUR COMPLETED MATERIALS PACKAGE. KEEP THE CONTRACT FOR YOUR RECORDS.

BY THE SIGNATURE BELOW, THE BUILDER CERTIFIES THAT THEY HAVE CAREFULLY READ THE AFOREMENTIONED RULES AND REGULATIONS, AND THEY UNDERSTAND THEIR INTENT AND PURPOSE. THAT THEY ARE AWARE OF THE PENALTIES SHOULD THEY NOT COMPLY, AND THAT THEIR QUESTIONS HAVE BEEN ANSWERED SATISFACTORILY.

Business Name:

Builders Name:

Business Address:

Phone: _____ Fax: _____ Cell #: _____ E-mail address _____

Parade Home Address:

Signature: _____ Date: _____

Chief Corporate Officers Name:

IF HOUSE IS PRE-SOLD. CUSTOMER MUST SIGN BELOW.

Pre-Sold Customer Signature _____ Date _____