

# BUILDER'S AGREEMENT

**Parade of Homes® Dates:** April 27-28th & May 4-5th, 2019 from 1-6:00pm

WHEREAS, the CENTRAL TEXAS HOME BUILDERS ASSOCIATION (known as CTHBA or the Association) annually presents the "Parade of Homes®", a program established for the benefit of the Association's communities and its local building industry; and

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

WHEREAS, the CTHBA intends to promulgate rules and regulations for the "Parade of Homes®", which, when promulgated and forwarded to the Builder will be automatically incorporated into this Agreement; and

WHEREAS, the CTHBA desires to have the Builder participation in the Parade of Homes® and the Builder agrees to participate in accordance with the terms of this Agreement.

NOW, THEREFORE, for mutual promises and other good and valuable the consideration, the parties agree to the following contract terms:

1. **Fees:** The Builder will pay a non-refundable fee to the Association of \$1200 first entry fee, \$900 for second entry, or \$700 for third entry. Non Members will be charged \$1700. Which will include yearly membership dues into CTHBA. A Late entry fee of \$1600 for every entry that is on or after March 25th, 2019. No Entries after April 1<sup>st</sup>, 2019.
2. **Promotion:** CTHBA will promote the "Parade of Homes®" in order that attention is placed on the event and that a high degree of visibility is obtained.
3. **Open House:** The Builder will keep his house open to the public at all times as established by the Committee during the "Parade of Homes®". The Builder will have a representative in the house when it is open for viewing by the public.

On inclement weather days, it shall be the decision of the Parade Chairman to open or not to open the home. (Please notify the CTHBA office of closed days).

If Builder's home sells prior to or during the "Show", Builder will cause the home to remain open as part of the Show. Failure will result in the forfeiture of Builder's deposit.

4. **Builder Information:**

On or before March 25th , 2018 the Builder must submit to CTHBA the following:

- a. floor plan and elevation for the house to be built on the property; (All renderings must be professional in nature and must be approved by the Parade Committee and magazine editor.)
- b. entry fee
- c. the Builder's biography
- d. names of suppliers and subcontractors (optional)
- e. custom or speculative home
- f. map showing location of home (with 2 major streets or roads)
- g. one color picture of Builder
- h. description of house (150 words or fewer)
- i. Selling price of the home as shown
- j. award categories include Best Kitchen, Best Bath, Best Interior Design, Best Craftsmanship, Best Exterior Design and Best Overall .

5. **Date of Parade of Homes®:** The date of the Parade of Homes® each year shall be selected by CTHBA.
6. **Entry:** Builder's home entry shall be new. It must never have been occupied and will not be occupied during the "Parade of Homes®".
7. **Completion Requirements:** The Builder must diligently pursue the completion of construction of the house so that it is completed by 1:00 p.m., Tuesday April 2<sup>nd</sup>, 2019. The Committee may make inspections of the homes. If the Committee determines that the Builder's entry is not complete, the Builder must formally withdraw his house from the "Parade of Homes®". **Should the house be withdrawn after the brochure has been published, a "Not Available to Show" banner will be placed over the "Parade of Homes®" yard sign and Builder will not be able to show the house.**
8. **Completed Home:** A completed house is one which the Builder has secured a certificate of occupancy from the city and/or which meets all mortgage appraisal standards. This includes all plumbing, all floor coverings, painting and staining, carpentry, hardware, electricity, appliances, etc. The home must be ready to be occupied by a new home owner. Landscaping shall be up to each Builder but must include ground cover of at least 25 ft. around the perimeter of the house,

sodded grass or **hydro mulch at least one (1) inch tall average height**, complete in front with shrubbery and seasonal flowers. Back of home landscaping is optional but must be graded and clean.

Completion shall also include all trash and debris removed from the interior and exterior of home and garage. Interior and exterior should be neat and orderly. All swimming pools shall be 100% complete.

The home may be furnished, but it is not required.

(Completion Exceptions should be presented to "Parade of Homes®" Committee by the May 1st, 2019 deadline.)

9. **Breach:** If the Builder fails to comply with the rules or fails to reasonably cooperate with the Association in promoting and conducting the "Parade of Homes®", the Association in its sole discretion, may disqualify the Builder from participation in the "Parade of Homes®". If the Builder is disqualified by the Association, the Builder will lose his deposit and entry fee. Multiple entries are counted as one entry for penalties.
10. **Indemnification:** The undersigned participating Builder agrees to indemnify and hold harmless the CTHBA, its agents, its employees, and the Parade Committee from any claims, causes of action or judgments of any kind which may be made against any or all of them arising out of or relating to the undersigned's participation in the 2016 "Parade of Homes®". This indemnification agreement includes without limitation: claims for bodily injury, death, damage or loss of personal property, breach of warranty, breach of contract and claims arising out of the acts of subcontractors or agents employed by the Builder.
11. **Withdrawn:** A home is officially withdrawn when (1) it is marked "'Not Available to Show" in brochure; (2) it is not ready or open to show at the opening time of the first day of the "Parade of Homes®"; or (3) it is taken out of the brochure before printing.

**Withdrawn homes from "Parade of Homes®" result in loss of all entry fees.**

12. **Trademark:** The "Parade of Homes®" is a registered trademark of the Greater Dallas Association of Home Builders. CTHBA pays a fee to use this name each year. Any form of advertising with this wording should be approved by the CTHBA. Please advise Realtors and any advertisers of such.
13. **Builder Proofing:** All Builders will be asked to proof their renderings and all information for the brochure. Any mistakes in the printed brochure will be the responsibility of the Builder.
14. **Requirements:** A "Parade of Homes®" Builder must be a CTHBA Builder member in good standing, and with no past due accounts.
15. **Tickets:** The CTHBA has decided to not do tickets sales in 2019. However, CTHBA has a designated charity and will raise funds designated to that charity. A display will be provided to put in your home during the parade of homes. The charity will receive the contribution from any door proceeds, and all attendees are asked to contribute to the charity in their admission.
16. **Non-Members/Advertisers:** Subcontractors, realtors, and suppliers who are not CTHBA members – in-good-standing may not advertise at a Parade home, any product or service in any form in a Parade home. If a non-member advertises at a Parade home, any product or service in any form, Builder of that Parade home shall be responsible for the non-member's dues, payable to CTHBA no later than 30 days from the last day of the **Parade of Homes®**. The Builder is required to display a list of the CTHBA members that had a product or service in that Parade home.
17. **Rule Violations:** Builder agrees to comply with all rules promulgated by the Parade of Homes® Committee or the CTHBA and agrees that neither the Builder, his agents or employees are conducting or promoting illegal activity, have been convicted of a felony, or are conducting and promoting unsafe activity which would reflect adversely on the Parade of Homes Committee® or the Association. **Any decision regarding rule violations will be made by the Parade of Homes® Committee and is final and binding on all parties.**
18. **Grievances/complaints:** Builder agrees to address any complaints and/or grievances to the Parade of Homes® Committee, regarding concerns on this event. Therefore, the committee will address those concerns at the next scheduled meeting to determine if any, a course of action that will be presented to the CTHBA Executive Board Members.
19. **Awards Ceremony:** Builder agrees to be present or have a representative attend the awards ceremony and kick-off Party on April 26, 2018 at 6:00 pm at CTHBA or forfeit their award.

**CTHBA:**

CENTRAL TEXAS HOME BUILDERS ASSOCIATION

**Builder:** I agree to all of the above.

\_\_\_\_\_

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

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

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

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

Home address \_\_\_\_\_

Builder \_\_\_\_\_

Directions \_\_\_\_\_

Price of Home \_\_\_\_\_

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