



# PARADE of HOMES

## NEW HOME CONTRACT

June 12-20, 2015 | Monday-Thursday: 6-9 p.m. | Fridays: 4-9 p.m. | Saturdays: 1-9 p.m. | \*Sunday: 1-5 p.m.  
\*Sunday is optional. Please fill out Opt-In section if desired.

Company Name \_\_\_\_\_

Builder Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Parade Representative and Title (if different than above) \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_ Fax \_\_\_\_\_

The Parade representative is the individual who receives event-related correspondence (reminders, proofs, etc.) and is the point of contact for event preparation.

Participation is limited to members who have an approved membership by February 2, 2015 and are in good standing with the Home Builders Association of Western Michigan (HBAWMI). Your company name must be listed as it appears on your builder license and membership.

For the advertising and promotional expense of the Parade, builder agrees to pay the applicable entry fee and performance fee\* of \$500.00 per unit. To receive the Early Bird rate, Builder understands that the entry fee, performance fee and all materials are due to the HBAWMI office by February 3, 2015. Builder understands that if all fees and materials are not given to HBAWMI by the first deadline, Builder will pay the final deadline fee. With HBAWMI approval, builder may be allowed to enter a home after the Final Deadline.

### ENTRY COSTS AND DEADLINES

	<input type="checkbox"/> <b>Regular Deadline</b>	<input type="checkbox"/> <b>Regular Deadline</b>	<input type="checkbox"/> <b>Final Deadline</b>
	<i>1st Home</i>	<i>1st Home</i>	<i>1st Home</i>
Date:	February 13, 2015	March 25, 2015	April 8, 2015
Entry Fee:	\$1,700.00	\$1,800.00	\$2,300.00
Performance Deposit:	\$ 500.00*	\$ 500.00*	\$ 500.00*
Total Due:	\$2,200.00	\$2,300.00	\$2,800.00
	<input type="checkbox"/> <b>Additional Homes</b>	<input type="checkbox"/> <b>Additional Homes</b>	<input type="checkbox"/> <b>Additional Homes</b>
Date:	March 14, 2015	March 25, 2015	April 8, 2015
Entry Fee:	\$1,300.00	\$1,400.00	\$1,800.00
Performance Deposit:	\$ 500.00*	\$ 500.00*	\$ 500.00*
Total Due:	\$1,800.00	\$1,900.00	\$2,300.00

All refunds are made after the July 2015 Board of Directors meeting.

\*A valid Credit Card number may be given for the Performance Fee. If Builder complies with the terms of this contract, the \$500 Performance Fee will be returned and/or the credit card will not be charged.

**Home Builders Association of Western Michigan**

5700 W. Michigan Ave. - Kalamazoo, MI 49009 - P: 269-375-4225 - F: 269-375-6493 - christinar@hbawmi.com - www.KalamazooHomePage.com

## PERFORMANCE DEPOSIT

A valid Credit Card number may be given for the Performance Deposit. If Builder complies with the terms of this contract, the \$500 performance deposit will be returned and/or the credit card will not be charged.

Card Type ☐ Visa ☐ MasterCard ☐ Discover

Name as it appears on the Card \_\_\_\_\_ Date \_\_\_\_\_

Company Name \_\_\_\_\_

Credit Card Number \_\_\_\_\_ Exp \_\_\_\_\_

Accepted By \_\_\_\_\_

## SUNDAY OPT-IN

Sign if applicable. I agree to have my home staffed by myself or a representative on Sunday, June 14, 2015 from 1-5 p.m. during the 2015 Parade of Homes. I understand that my builder page will inform visitors that the home will be open on Sunday and that it will also be mentioned in other areas of advertising for the Parade.

I understand that I will be fined if my home is not staffed during the Sunday, June 14, 2015 hours.

Company Name \_\_\_\_\_ Date \_\_\_\_\_

## CONTRACT

Please read the contract and sign below. Return this form to the HBAWMI office with all required materials at time of entry.

**I have read and agree to accept and abide by the terms of the 2015 Parade of Homes Contract.**

Builder Signature \_\_\_\_\_ Date \_\_\_\_\_

Builder Name Printed \_\_\_\_\_

### PARADE ENTRY CHECKLIST

For each entry, the following must be received at the HBAWMI office:

- ☐ Signed Contract
- ☐ Complete payment made to Home Builders Association, 5700. W. Michigan Ave., Kalamazoo
- ☐ Parade Home Information Sheet
- ☐ Sub-contractor and Supplier List
- ☐ Signed Homeowner Agreement if applicable
- ☐ Certificate of Liability Insurance for the homeowner and builder, naming HBAWMI as co-insured, with a minimum of \$1,000,000 liability/\$5,000 medical payment
- ☐ Electronic file of rendering of front elevation in PDF or JPEG format **PROVIDED BY BUILDER**
- ☐ An Occupancy Permit - provide at builder pick-up
- ☐ Key or entry code for inspections and judging - provide at builder pick-up

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## 2015 NEW HOME CONTRACT - RULES & REGULATIONS

The following materials must be submitted with signed Contract and payment:

- a) **Front Elevation: Submit in JPEG or PDF format. Your home designer should be able to supply you with these formats. NOTE: Changes to the front elevation will result in additional fees.**
- b) Home Information Sheet: Please fill in all information completely. Detail is important with your exterior home information. Please remember to provide brand name and product line of exterior materials.
- c) Detailed directions to home.
- d) Homeowner Contract signed and dated if the home is a custom or is already sold.
- e) Incomplete packets will not be accepted.

This contract is between the Builder and the Home Builders Association of Western Michigan. For the purposes of this Contract, the following definitions apply: "HBAWMI" is the Home Builders Association of Western Michigan; "Committee" is the Parade of Homes Committee of the HBAWMI; "Builder" is any person, firm, or corporation who is a current member in good standing of the HBAWMI as of February 1, 2015, has a valid Michigan Builders License, and is participating in the 2015 Parade of Homes.

1. Every new home entered in the 2015 Parade of Homes must be:

- a) Built from Building Permit to Certificate of Occupancy by the licensed Builder. Except Urban Living entries.
- b) Builder must directly control all trade contractors and work being done from start to completion.
- c) A home not previously occupied and must be on deedable property.
- d) Built in compliance with the current Michigan Residential Builders Code.

2. Each Parade of Homes Builder will receive:

- a. An entry promotional page in the Parade Guidebook with information about the Parade Home and rendering provided by Builder.
- b. Marketing and promotional assistance from HBAWMI's website.
- c. Booties for your home throughout the Parade. Service groups are responsible for ordering additional booties.
- d. Entry into ALL Awards of Excellence categories. Forms will be given separately.
- e. Use of the Parade of Homes directional and numbered yard signs. Signs must be returned by Thursday, July 2, 2015 (\$45 will be charged for each unreturned sign).
- f. Entrance, Exit, Parents Watch Your Children, and No Smoking Signs.

3. Builder agrees to adhere to all publicity rules related to the Parade of Homes (we are trying to prevent Open Houses from drawing attention away from the Parade).

- a) No open houses are allowed prior to the Parade. For the purpose of this Contract, an "open house" shall include any showing or opening of a Parade Home to the public.

b) Condo developments can only show condo units during Parade hours that are entered in the Parade unless permission granted by HBA.

c) Individual, private realtor or private builder showings are acceptable before the Parade.

d) Homes and Condos may not have been used as a model prior to the 2015 Parade of Homes unless permission granted by HBA.

e) Builder understands that prior to the start of the Parade, home may be listed on Multiple Listing Service as a "Future Parade Home" and Builder may use a yard sign prior to the Parade indicating that it is a "Future Parade Home". If advertising, only exterior photos may be shown.

f) Private invitation gatherings prior to the 2015 Parade of Homes are acceptable.

g) No open houses of any type are allowed (including private invitation gatherings) from June 12-20, 2015.

h) Internet or other on-line "virtual tours" of the interior of the Parade Home are not allowed at any time prior the conclusion of the Parade of Homes. For purposes of this section, "virtual tours" includes any type of on-line photography of the home's interior. Exterior photos and images are acceptable prior to and during the Parade.

i) Any designated, sponsored, endorsed, or sanctioned event held by HBAWMI is exempt from the open house rule (i.e. Fall Parade of Homes) for the purposes of Section 3.

Violation of the above rules will result in the removal of the home from the 2015 Parade of Homes and forfeiture of all fees. If you have any questions call the HBAWMI office at (269) 375-4225.

4. The Builder must provide the following items to HBAWMI by midnight on Tuesday, June 9, 2015:

- a) Certificate of Liability Insurance for the homeowner and builder, naming HBAWMI as co-insured, with a minimum of \$1,000,000 liability/\$5,000 medical payment.
- b) An Occupancy Permit for the home entered.
- c) Key or entry code for inspections and judging.

5. Final Inspection

The 2015 Parade of Homes Final Inspection is scheduled for Thursday, June 11, 2015. Homes must be Parade visitor ready by 8:00 a.m. Please review the following: Homes must be completed (cleaned and ready for Parade visitors) prior to the Final Inspection. Floor coverings are required. Driveways and sidewalks must be hard surfaced and dust-free (no gravel). Driveways, sidewalks, and garages must be free from debris, dumpsters and/or trash containers. The front yard must be landscaped (final grade, seeded, hydro seeded or sodded) and the rear and side yards in the final grade stage. Homes not complete by Final Inspection will have up to \$500 of the Performance Deposit withheld for non compliance. Please review the following:

- a) Builders will be fined if the home has to be re-inspected by an HBAWMI representative.
- b) Builders will be fined if they are removed from the Parade of Homes for being incomplete.
- c) Review the enclosed inspection sheet so that you are ready for

inspection.

6. Builders are responsible for security and parking for their home during the Parade. Please notify HBAWMI if you have construction or closed roads near your Parade Home. HBAWMI is not responsible for security. For safety purposes and to provide a safe means of entering and exiting the Parade Home, there will be no parking of vehicles or any other items allowed in the driveway, except for member dealership vehicles.

7. House and Garage Set-Up: Builder is not responsible for collecting tickets or money.

The Builder must provide the following:

- a) A safe area inside the garage or home with a table and two chairs for the Service Group selling tickets and issuing booties.
- b) Chairs must be available for visitors to use to put booties on. The Builder has the option of requesting that visitors remove their shoes before entry.
- c) On site bathroom facilities must be made available to Service Group volunteers staffing the Builders home. Bathroom use for the public is not required.

8. Each Parade Home must be open (i.e. all main areas of the home must be open to the public, excluding the basement if unfinished) and staffed by the Builder, or his representatives (representatives can include staff, suppliers, lenders, and real estate agents) during Parade hours. Builders must have home staffed 15 minutes prior to the Parade hours and remain until the Parade closes. Builders are responsible for the actions of their representatives during the Parade. Ticket sellers cannot act as a Builder's representative during the time they are selling tickets. Dates and times are noted on the coverage of this Contract.

9. The official Parade of Homes number sign must be used outside of the Parade Home (Note: must be placed in accordance with local sign ordinances - see your local government for rules). This sign will be furnished by HBAWMI. In addition:

- a) Builders may use a sign, not to exceed 16 square feet, with their corporate name and information on it.
- b) Realtor signs may be used prior to the 2015 Parade of Homes.
- c) Signs may be used prior to the Parade of Homes indicating that it is a "Future Parade Home".
- d) Beginning the morning of June 12, 2015, only official Parade signs, Sponsor signs, and Builder signs may be used. Nonconforming signs will be removed by the Parade Committee and/or HBAWMI Staff.
- e) The Builder shall be furnished with directional signs that are to be used to indicate the best way to get to the home from the nearest main road. The Builder is also responsible for placement and collection of these signs. Note: Builder is responsible for compliance with local sign ordinances and regulations. Builder is responsible for returning all signs by July 3, 2015; unreturned signs will be \$45 each.
- f) INTERIOR SIGNS: Only members in good standing of HBAWMI may advertise in your Parade Home. To verify membership, please contact the HBAWMI office. All interior signs are allowed at the Builders discretion.
- g) EXTERIOR SIGNS: Vendors with products on the exterior of the house (i.e. landscapers) may have ONE sign in close proximity to the product. The signs measurements must be 2x2 or four sq. ft.

in size. The vendor must be an HBAWMI member in good standing. All exterior signs are only allowed at the Builders discretion. h) Non-Members are not permitted to advertise on the premises of a Parade Home or in the Parade of Homes Guidebook. Builder will be fined for each non-member that advertises at their home and advertising will be removed. Contact the office with any questions or visit [www.KalamazooHomePage.com](http://www.KalamazooHomePage.com) for a complete list of HBAWMI members.

10. Directional signs, all other provided signs, and Parade Guidebooks will be available for pick up between Tuesday, June 9, 2015 and Thursday, June 11, 2015 at the HBAWMI office between 8:00 am and 5:00 pm. Signs must be in place by Noon on Friday, June 12, 2015.

11. Parade homes which have sold before or during the Parade may not be occupied until after the close of the Parade at 9:00 pm on Saturday, June 20, 2015. Because the goal of the Parade is to feature showcase homes, any furniture used in the homes must be in showroom condition. Personal items such as food in the refrigerator or cupboards, and clothes in the dressers and/or closets are prohibited.

12. Garages are viewed as an extension of the home and living space. While at least one stall must be reserved for ticket takers and entrance and exit pathways, the rest may be used in a manner consistent with the goals of the Parade. Items such as vendor displays, new or collector cars, new or collector boats, new or collector mowers, and new yard tools are allowed for display purposes as long as the item(s) is/are in showroom condition. Non-members are not permitted to advertise at the Parade Home. Items displayed must not block entrances or exits to the house. Parking of company/personal vehicles is not allowed. Additional items may be used for display if items are designed to highlight intended use of garage space.

13. Due to safety and liability, condo units other than your Parade Home which can be accessed by the common area of your Parade Home must be locked during Parade hours.

14. Parade Homes with Pools

- a) Builder must notify the Staff and Committee that there will be a pool at their Parade home.
- b) Pool areas must be locked/secured from the public areas of the house.
- c) Pools must not be used during Parade hours.
- d) Builder is liable for all activities associated with the pool.

15. The Builder understands that the Guidebook Publisher and its representatives are prohibited from soliciting and collecting money for co-op ads in the Parade Guidebook. Parade Builders are responsible for making their own arrangements and collecting from their suppliers for co-op ads. Non-members are not allowed to advertise or be mentioned in Builder Guidebook advertisements. Contact the office for a list of members.

16. Non-members are not allowed to appear or advertise in the Parade Guidebook co-op ads.

17. Builders may post a sign in their Parade Home stating that they do not wish the Parade Home to be photographed or videotaped by the public.

18. By signing the participation agreement, the Builder is giving HBAWMI permission to take photographs and possibly use the pictures of the Parade Home in future HBAWMI promotions and publications.

19. The Builder understands that if Builder withdraws from the Parade, the Builder's home is not complete and clean by 8:00 am on Thursday, June 11, 2015, or if the Builder violates any of the terms of this Contract, then the following penalties shall apply to the Builder:

a) Entry fees which have been or will be paid by the Builder shall be forfeited in full to HBAWMI; Performance Deposits of up to \$500 if the Builder has not paid such fees or submitted a credit card number as the deposit, then the same shall be due to the HBAWMI.

b) The Committee has the right to cancel the Builder's participation in the Parade of Homes for up to one (1) year, which shall include the right of the Committee to cancel Builder's current participation in the 2015 Parade of Homes (even if the Parade of Homes has commenced), or Builder's participation in the Parade in the following year, at the Committee's sole discretion. By signing this Contract, the Builder understands that HBAWMI is a non-profit trade organization and that participation in the Parade of Homes is a privilege and not a right; thus, Builder accepts and agrees that all decisions by HBAWMI related to this Contract shall be final and non-appealable, and Builder waives any and all alleged claims and causes of action against HBAWMI, its employees, agents, or representatives, related to any alleged losses, damages, or expenses resulting from any HBAWMI decision, as is set forth in this Contract.

20. HBAWMI will not be liable for any loss or damage to houses, property or person(s) for any cause whatsoever that may arise from the Builder's participation in the Parade of Homes 2015. The builder agrees to indemnify, defend and hold HBAWMI harmless, its agents, representatives, and employees, from all claims, causes of action, damages, or expenses, of any nature, related directly or indirectly to the Builder's participation in the 2016 Parade of Homes, including, but not limited to, any damages, costs or expenses incurred by Builder, or any other person for all damages to any person(s) or property, or any decision by HBAWMI to enforce any of the rules under this contract as set forth in of this Contract.

21. The failure of HBAWMI to complain of any act or omission on the part of Builder, no matter how long the same may continue, shall not be deemed to be waiver by HBAWMI of any of its rights here under. No express waiver by HBAWMI, at any time, of any breach of any provision of this contract shall be deemed a waiver of a breach of any provision of this Contract or consent to any subsequent breach of the same or any other provision.

22. Refund of Performance Fee: Builder understands that Builder will be refunded and/or not charged an amount up to \$500.00 if Builder complies with the following:

a) Builder delivers the keys and/or code for the Parade Home to

HBAWMI office in a timely manner for both inspections.

b) Builder complies with the publicity rules.

c) Builder's home is complete and clean by final inspection.

d) Builder provides adequate access to the house (restroom for service groups, convenient parking, turnarounds, and/or shuttle).

e) Builder, or Builder's representative(s), have Builder's home open and staffed during all hours the Parade.

f) The Parade home passes inspections and does not have to be re-inspected.

g) Any other violation of this Contract at the discretion of the Parade Committee.

23. Refunds will be made following the July 2015 Board of Directors meeting.

24. The final decision on all matters of policy for the 2015 Parade of Homes shall be made by the Parade of Homes Committee. If the Parade of Homes Committee is not available, the Board of Directors will make the final decision.

25. Builder may request a variance for any of the above rules by submitting a written explanation to the Parade of Homes Committee by March 18, 2015. The Parade of Homes Committee will review all requests at the March 20, 2015 Committee meeting. Builder may appear in front of the Committee to explain the hardship. Builder will be notified of the Committee's decision the following day. All decisions of the Committee are final.

26. Withdrawal Refund Policy

All refund/withdrawal requests must be made in writing. Full refund may be given if requested by March 25, 2015. A 50% refund may be given if requested by April 8, 2015. No refunds will be given after March 28, 2015.



## SUB-CONTRACTOR AND SUPPLIER LIST

Remember only members of the HBAWMI are allowed to advertise in your Parade Home. Need help finding out who is a member? List your sub-contractors and suppliers below and the HBAWMI will let you know who is and who is not a member.

[illegible]



(Required for occupied homes)

I/we, \_\_\_\_\_, hereafter called Homeowner(s); hereby agree to allow our/my home to be entered in the 2015 Parade of Homes. I/we understand that my/our home will be open to the general public on the following dates: June 12-20, 2015.

I/we will permit (Builder Name and Company) \_\_\_\_\_

to be in charge of my/our home during these hours and to ensure that my/our home is supervised. Homeowner(s) have read this entire agreement and agree as follows:

1. Homeowner(s) are the sole owners of the home and have full authority to enter into this agreement.
2. Homeowner(s) understand that they are contracted with the participant (Builder) and not with the Home Builders Association of Western Michigan, provided; Homeowners acknowledge that, for good and valuable consideration, they will be bound by the commitments made to the Home Builders Association of Western Michigan in paragraphs 3 and 4 of this Agreement.
3. Homeowner(s) release and forever discharge the Home Builders Association of Western Michigan from any and all actions, causes of actions, claims and demands for, upon or by reason of any damage, loss or injury, which heretofore have been or which hereafter may be sustained by Homeowner(s) as a result of participation in the Parade of Homes and that participant is solely and exclusively responsible for any damages of any type or nature resulting from participation in the Parade of Homes and fully and completely holds the Home Builders Association of Western Michigan harmless for any claims brought by any third parties resulting from participation in the Parade of Homes.
4. These agreement and release provisions extend and apply to, and also cover and include, all issues of any and all types of nature and damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages, which are unknown or unsuspected to exist at the time, to the person executing such release, are hereby expressly waived.

Participant (Builder) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Zip: \_\_\_\_\_ Phone: \_\_\_\_\_