

2016 PARADE of HOMES

Commercial Contract

Full Parade: June 10-18, 2016 | Thursday: 6-9 p.m. | Friday: 4-9 p.m. | Saturday: 1-9 p.m. | Sunday: 1-5 p.m.

Remodeled homes are open Thursday-Saturday (June 16-18). Major remodel projects have the option of being open the entire Parade. See next page for opt-in form.

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 **March 1, 2016** 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 Parade advertising and promotional expenses, Builder/Remodeler (**hereafter to be referred to as Remodeler**) agrees to pay the applicable entry fee and performance fee* of \$500.00 per unit. Remodeler understands that in order to ensure placement in the Parade of Homes Guidebook, all materials are due to the HBAWMI office by April 15, 2016. Builder/Remodeler understands that if all fees and materials are not completed and submitted to HBAWMI by **April 15, 2016**, Remodeler will be subject to additional charges or, may not appear the Parade Guidebook. With prior approval from the Parade Committee, Remodeler may be allowed to enter a home after the final deadline.

COMMERCIAL ENTRY IN THE PARADE OF HOMES COSTS AND DEADLINES

PARADE DATES FROM JUNE 16 - 18, 2016

☐ **Early Bird Deadline**
1st Home

☐ **Regular Deadline**
1st Home

☐ **Final Deadline**
1st Home

Date: **December 11, 2015**

March 31, 2016

April 15, 2016

Entry Fee: \$ 1,000.00

\$1,400.00

\$ 1,700.00

Performance Fee: \$ 500.00*

\$ 500.00*

\$ 500.00*

Total Due: \$ 1,500.00

\$1,900.00

\$2,200.00

☐ **Additional Home(s)**

☐ **Additional Home(s)**

☐ **Additional Homes(s)**

Date: **December 11, 2015**

March 31, 2016

April 15, 2016

Entry Fee: \$ 600.00

\$ 1,000.00

\$ 1,300.00

Performance Fee: \$ 500.00*

\$ 500.00*

\$ 500.00*

Total Due: \$ 1,100.00

\$ 1,500.00

\$1,800.00

*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 - MarieF@hbawmi.com - www.KalamazooHomePage.com

PERFORMANCE FEE

A valid Credit Card number may be given for the Performance Fee. If Builder/Remodeler complies with the terms of this contract, the \$500 performance fee 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 _____

FULL TIME OPT-IN - Remodeled homes are open June 16 - 18, 2016. Complete this section if you would like to participate in the full Parade of Homes.

I agree to have my home open and staffed by myself or a representative **June 10-18, 2016** during all hours of the Parade of Homes. I understand that my builder page will inform visitors that the Commercial entry will be open during the entire week of the Parade and that it will also be mentioned in other areas of advertising for the Parade. I understand that I will pay the **full amount** to have my Commercial Entry open during all hours of the Parade of Homes. Full time Parade fees are as follows:

FULL PARADE (JUNE 10 - 18, 2016) ENTRY COSTS AND DEADLINES

☐ **Early Bird Deadline**

☐ **Regular Deadline**

☐ **Final Deadline**

1st Home

1st Home

1st Home

Date: **Dec. 11, 2015**
Entry Fee: **\$1,800.00**
Performance Deposit: **\$ 500.00***
Total Due: **\$2,300.00**

March 31, 2016
\$1,900.00
\$ 500.00*
\$2,400.00

April 15, 2016
\$2,300.00
\$ 500.00*
\$2,800.00

☐ **Additional Homes**

☐ **Additional Homes**

☐ **Additional Homes**

Date: **Dec. 11, 2015**
Entry Fee: **\$1,300.00**
Performance Deposit: **\$ 500.00***
Total Due: **\$1,800.00**

March 31, 2016
\$1,400.00
\$ 500.00*
\$1,900.00

April 15, 2016
\$1,800.00
\$ 500.00*
\$2,300.00

I understand that I will be fined if my Commercial Entry is not staffed during all hours of the 2016 Parade of Homes.

Remodeler Signature _____ Date _____

Company Name _____

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 2016 Parade of Homes Contract.

Remodeler Signature _____ Date _____

Remodeler Name Printed _____

A) To be signed by Commercial Property Owner(s) if they provided plans for Parade Home to Builder/Remodeler:

Owner(s) represent that the plans provided to the Builder/Remodeler are the result of an original design and that Owner(s) is/are the sole owner(s) of such design and has/have exclusive rights, including copyright, in and to the design as represented in the structure, plans, specifications and drawings for the house. Owner(s) further represent(s) that he/she/they has/have not pledged, assigned or encumbered his/her/their rights to the design and that such design does not violate any copyright, property or common-law rights of others. For valuable consideration, which shall include participation of Owner(s) in the 2016 Parade of Homes, Owner(s) hereby indemnify(ies), defend(s) and hold(s) harmless the Builder/Remodeler and HBAWMI from any and all claims by Owner(s) and/or any third party(ies), including, but not limited to, copyright infringement or conversion, which may be asserted as a result of Builder/Remodeler's construction of the property for Owner(s).

Commercial Property owner Signature _____ Date _____

B) To be signed if Parade Builder/Remodeler owns building plans:

The Builder/Remodeler represents that the Commercial property to be placed in the Parade of Homes is the result of an original design and that he/she is the sole owner of such design and has exclusive rights, including copyright, in and to the design as represented in the structure, plans, specifications and drawings for the house. Builder/Remodeler further represents that he/she has not pledged, assigned or encumbered his/her rights to the design and that such design does not violate any copyright, property or common law rights of others. Remodeler hereby indemnifies and holds harmless the Home Builders Association of Western Michigan from any and all claims and cause of action of Builder/Remodeler and/or any third party(ies) related to the inaccuracy of Builder/Remodeler's representation under this paragraph, including, but not limited to, copyright infringement or conversion, which may be asserted as a result of the inclusion of the house in the Parade of Homes or the inclusion of drawings or floor plans of the Commercial property in any publication of HBAWMI publicizing the home or in conjunction with the Parade of Homes.

Remodeler Signature _____ Date _____

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
- ☐ Signed Property owner Agreement
- ☐ Certificate of Liability Insurance for the homeowner and Remodeler, naming HBAWMI as co-insured, with a mini mum of \$1,000,000 liability/\$5,000 medical payment
- ☐ Pictures of remodel in electronic file (Before and After photos are suggested, if available)

2016 PARADE OF HOMES CONTRACT

This contract is between the Builder/Remodeling Contractor 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 Home Builders Association of Western Michigan; "Builder/Remodeler" or "Builder/Remodeling Contractor" is any person, firm, or corporation who is a member in good standing of the HBAWMI, has a valid Michigan Builders License, and is participating in the Parade of Homes.

No materials will be accepted unless also accompanied by the Contract and full payment.

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

- a. Map of each Parade home with the location marked and written directions provided.
- b. Information sheet and description of the Remodeled Project.
- c. Signed Commercial property owner contract.
- d. A floor plan, if you would like it to be printed in Parade Guidebook. Format options include DXF, DWG, or JPEG.

e. Before and After pictures in the formats listed, if available.

f. Incomplete applications (see list above) will not be accepted. Plans must be in the formats listed. Pictures may be provided in JPEG or PDF formats.

1. Every remodeled home entered in the 2016 Parade of Homes must:

- a. Be a major remodeling project
- b. Be completed between **April 1, 2015 and June 8, 2016.**
- c. Be open and staffed by the Remodeler or their representative for the entire 2016 Parade of Remodeled Homes. Dates and times are noted on the cover page and our website, www.KalamazooHomePage.com.

2. For this entry fee, I understand that I will receive:

- a. A full page in the Parade of Homes Guidebook with information about the Remodeled Parade Home.
- b. Marketing and promotional assistance on the HBAWMI web site.
- c. Use of Parade of Homes directional and numbered yard signs. Signs must be returned by **Friday, June 24, 2016**. It is the responsibility of the Remodeler to follow local sign ordinances. (**\$45 will be charged for each unreturned sign.**)
- d. Up to 300 pairs of Shoe Covers (*should you require additional shoe covers, they will be available for purchase at the HBAWMI office, Monday - Friday from 8:00 a.m. - 5:00 p.m.*), and Entrance, Exit, Parents Watch Children, and No Smoking signs.

3. Builder/ Remodeler agrees to furnish the HBAWMI Office

with a minimum of one before and one after photo (PDF or JPEG) if available, and a key element of the project for promotional purposes.

4. Builder/Remodeler agrees to provide the HBAWMI with the following by midnight on Wednesday, **June 15, 2016:**

- a. Certificate of Liability Insurance, naming HBAWMI as coinsured, with a minimum of \$1,000,000 liability/\$5,000 medical payment.
- b. Certificate of Insurance for the Commercial property owner naming the HBAWMI coinsured.

5. Commercial entry must be completed (cleaned and ready for Parade visitors) prior to opening on **June 16, 2016.**

- a. Floor coverings are required.
- b. The front yard must be landscaped (final grade, top soil raked and seeded, hydro seeded or sodded) and the rear and side yards in the final grade stage.
- c. Driveways, sidewalks, and garages will be free from debris, dumpsters and/or trash containers.
- d. Driveways and sidewalks must be hard surfaced and dust-free (no gravel).

6. Builder/Remodeler is responsible for security and parking for their Commercial entry during the Parade. HBAWMI IS NOT RESPONSIBLE FOR SECURITY. For safety purposes and to provide a safe means of ingress and egress, there will be no parking of vehicles or any other items allowed on driveways.

7. Each Commercial entry must be opened and staffed by the Builder/Remodeler, or his representatives, during Parade hours. Builder/Remodeler must have property staffed 15 minutes prior to Parade hours and remain on-site until closing. Builder/Remodeler is responsible for the actions of their representatives during the Parade.

8. HOUSE & GARAGE SET-UP: Remodeler is not responsible for selling tickets or collecting money. The Builder/Remodeler must provide the following:

- a. A table and two chairs in the garage or another area for Non-Profit Organization ticket sellers.
- b. Chairs must be available for visitors to use to put shoe covers on. I understand that I also have the option of requesting that visitors remove their shoes before entry. Shoe covers will be provided by the HBAWMI (up to 300 pair) to Builder/Remodeler at pick up. Service Group is responsible for ordering during the Parade.
- c. On-site bathroom facilities must be made available to volunteers staffing the Builder/Remodeler's entry and ticket sellers. Public restrooms are not required.

9. The official Parade of Commercial Entries letter sign must be used outside your Commercial Parade entry. (Note: Must be placed in accordance with local sign ordinances. See your local government). This sign will be furnished by HBAWMI. In addition,
- Builder/Remodeler may use a sign, not to exceed 16 square feet, with their corporate name and phone number on it.
 - Builder/Remodeler signs may be used prior to the 2016 Parade of Homes.
 - Signs may be used prior to the Parade of Homes indicating the house is a "Future Parade House".
 - Beginning the morning of **Thursday, June 16, 2016**, only official Parade signs and Builder/Remodeler's signs may be used.
 - The participant 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/Remodeler participant is also responsible for placement and collection of these signs. Note: Follow local sign ordinances and regulations.
 - INTERIOR SIGNS: At the Builder/Remodeler's discretion, members in good standing of HBAWMI may place a sign in your Parade entry. If you are unsure if a company is a member, either check www.KalamazooHomePage.com or call the HBAWMI office.
 - EXTERIOR SIGNS: At the Builder/Remodeler's discretion, vendors with products on the exterior of the property (i.e. landscapers) may have one sign in close proximity to the product. The sign measurements must be 2'x2' or, four sq. ft. in size and the vendor must be an HBAWMI member in good standing. Only members in good standing may advertise.
 - Non-Members are not permitted to advertise on the premises of a Parade Home. Builder/Remodeler will be fined for non-members that advertise at their home and advertising will be removed. Non-Members are also not allowed in the Parade of Homes Guidebook advertisements. Contact the office with any questions or visit www.KalamazooHomePage.com for a complete list of HBAWMI members.
10. Directional signs, all other provided signs, shoe covers, and Parade Guidebooks will be available for pick up between **Tuesday, June 7, 2016 and Thursday, June 15, 2016** at the HBAWMI office between 8:00 am and 5:00 p.m. Signs must be in place by Noon on **Thursday, June 16, 2016**.
11. Commercial entries with pools: Notify the HBAWMI if there is a pool on the premise. Pool areas must be locked/secured from the public areas of the house. Pools must not be used during Parade hours.

12. The Builder/Remodeler understands that the Guidebook Publisher and its representatives are prohibited from soliciting and collecting money for co-op ads in the Parade Guidebook. Parade Builder/Remodelers are responsible for making their own arrangements and collecting from their suppliers for co-op ads.

13. Non-members are not allowed to appear or advertise in the Parade Guidebook co-op ads. In the case of a manufactured Parade home, no logo may appear on the Builder/Remodeler page. The manufacturer may be mentioned in the copy on the builder page.

14. Builder/Remodeler 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.

15. Any home may be photographed and used for promotion by the HBAWMI without further written permission of the Remodeler.

16. The final decision on all matters of policy of the 2016 Parade of Remodeled Homes shall be made by the Committee. The Builder/Remodeler understands that if the Commercial property is not completed by **8:00 a.m. Thursday, June 16, 2016**, or if the Builder/Remodeler violates any of the terms of this Contract, then the following penalties shall apply to the Remodeler:

- All of the fees which have been or will be paid by the Remodeler, including the Entry Fee and Performance Fee, shall be forfeited in full to HBAWMI; if the Remodeler has not paid such fees, then the same shall be due to HBAWMI.
- The Committee has the right to cancel the Builder/Remodeler's participation in the Parade of Homes for up to one (1) year, which shall include the right of the Committee to cancel Remodeler's current participation in the 2016 Parade of Remodeled Homes (even if the Parade of Homes has commenced), or Remodeler's participation in the 2017 Parade of Homes. By signing this Contract, the Builder/Remodeler 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/Remodeler accepts and agrees that all decisions by HBAWMI related to this Contract shall be final and non-appealable. The Builder/Remodeler waives any and all alleged claims and causes of action against the HBAWMI, its employees, agents, or representatives, related to any alleged losses, damages, or expenses resulting from any HBAWMI decision, as are set forth in this Contract.

17. HBAWMI will not be liable for any loss or damage to houses, property or person(s) for any cause what so ever that may arise from the Builder/Remodeler's participation in the 2016 Parade of Homes. The Builder/Remod-

eler agrees to indemnify, defend and hold HBAWMI harmless, including its agents, representatives, and employees, from all claims, causes of action, damages, or expenses, of any nature, related directly or indirectly to the Builder/Remodeler's participation in the 2016 Parade of Homes. This includes, but is not limited to any damages, costs or expenses incurred by Builer/Remodeler, 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.

18. The failure of HBAWMI to complain of any act or omission on the part of Builder/Remodeler, 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.

19. REFUND OF PERFORMANCE FEE: Remodeler understands that Builder/Remodeler will be refunded an amount up to \$500.00 if Builder/Remodeler complies with the following:

- a. Builder/Remodeler complies with all publicity rules.
- b. Builder/Remodeler's home is complete and clean by **12 p.m. on Thursday, June 16, 2016.**
- c. Builder/Remodeler provides adequate access to the house (convenient parking, turnarounds, and/or shuttle).
- d. All rules and regulations of the 2016 Parade of Homes Contract.

20. Performance Fee refunds will be made in July 2016.

21. All refund/withdrawal requests must be made in writing. Full refund may be given if requested by March 31, 2016. A 50% refund may be given if requested by April 15, 2016. No refunds will be given after April 15, 2016. Late entries waive the right to any refunds.

22. Builder/Remodeler may request a variance for any of the above rules by submitting a written explanation to the Parade of Homes Committee by March 4, 2016. The Parade of Homes Committee will review all requests at the March 2016 Committee meeting. Builder/Remodeler may appear in front of the Committee to explain the hardship. Builder/Remodeler will be notified of the Committees' decision the following day. All decisions of the Committee are final.

SUB-CONTRACTOR AND SUPPLIER LIST

Remember only members of the HBAWMI are allowed to advertise in your Parade Home. If you need assistance, list your sub-contractors and suppliers below and the HBA will let you know who is and who is not a member. You can also call our office at: (269) 375-4225 to confirm HBAWMI member status.

[illegible]

COMMERCIAL PROPERTY OWNER AGREEMENT



(Required for occupied homes)

I/we, _____, hereafter called Homeowner(s); hereby agree to allow our/my home to be entered in the 2016 Parade of Homes. I/we understand that my/our home will be open to the general public on the following dates: **June 16-18, 2016.**

I/we will permit (Builder/Remodeler 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 (Remodeler) 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 (Remodeler) Signature: _____ Date: _____

Homeowner Signature: _____ Date: _____

Address: _____ City: _____

Zip: _____ Phone: _____