



# St. Tammany / Washington Parishes Parade of Homes Builder Agreement

May 5<sup>th</sup>-6<sup>th</sup>, 12<sup>th</sup>-13<sup>th</sup>, & 19<sup>th</sup>-20<sup>th</sup> 2012  
12:00 PM - 5:00 PM

Company Name (hereinafter referred to as the "BUILDER"): \_\_\_\_\_

(The Company Name must match the membership records. No aliases will be allowed.)

Builder: \_\_\_\_\_

(The Builder will be considered the official Parade of Homes contact and will receive all pertinent correspondence, meeting info, signage & literature. It is this person's responsibility to relate all info to affected parties within their company.)

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ email: \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_ (The BUILDER's License must be valid through May 20<sup>th</sup>, 2012)

## ENTRY/HOME INFORMATION

(Each Entry/Home requires a separate contract)

Subdivision: \_\_\_\_\_ Lot Number: \_\_\_\_\_

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

List Price/Price Range: \_\_\_\_\_ Permit Number: \_\_\_\_\_

(A copy of the permit must be accompany application)

## FEE SCHEDULE

(A SEPARATE CONTRACT IS REQUIRED FOR EACH ENTRY)

Deposit (per entry)	\$500
First Home Entry Fee	
Before February 10, 2012	\$1250 - Early Bird Discount
After February 10, 2012	\$1500
Each Additional Entry	\$1000

The St. Tammany/Washington Parishes Home Builders Association (hereinafter referred to as "ASSOCIATION") agrees to:

1. Produce a Standard Layout Builder 1/2 page in the official Parade guidebook in which BUILDER will be featured along with its entry on one half page. No exceptions, all layouts must look the same.
2. Provide guidebooks for distribution at each entry.
3. Conduct multi-media advertising campaign during which Parade entries will be featured.
4. Supply sufficient directional signs for subdivision and physically mark the entry/above-described home as an official Parade of Homes entry to set it off from Parade non-participants.

The BUILDER agrees to:

1. Follow and abide by the terms and conditions of this Contract and subject him/herself to the governing power of the Association, including but not limited the loss of his/her deposit and being prohibited from participating in future Parades.
2. Be a builder member in good standing of the ASSOCIATION through the duration of the Parade of Homes.
3. Ensure that the Parade home is open and staffed on each date of the Parade and for the entirety of the advertised hours (as outlined in the section labled DATES & DEADLINES in the Terms and Condions of this document).
4. Pay the required entry fee(s) and deposits for each home entered into the Parade of Homes.
5. The Builder agrees to abide by decisions made by the Parade of Homes Chairs(s) and/or the Inspection Team.
6. To supply a front elevation for artist rendering to be used in promoting the Parade of Homes.

Initial \_\_\_\_\_

## Terms and Conditions

### DATES & DEADLINES

1. Dates & Hours of Operation

May 5-6, 2012

May 12-13, 2012

May 19-20, 2012

Hours of the Parade are from 12:00 noon to 5:00 p.m.

2. February 10, 2012 - Last day to qualify for Early Bird pricing.

3. February 17, 2012 - Entry fee is non-refundable unless withdrawn in writing by this date. **Deposits will not be returned.**

4. March 9, 2012 - Final Deadline to deliver FINAL front elevation, BUILDER logo, and information sheet to PUBLISHER/DESIGNER (insert address & contact information here) for inclusion in the official Parade of Homes Magazine.

Please note: Included in this contract packet is the information form required for participation. Please do not discard.

5. March 16, 2012 - The last date that a home can be substituted for another completed home. If a builder sells the entered home, but does not wish to substitute the sold home with another completed home, a written request for the refunding of the \$500.00 deposit and a signed contract and a copy of the deposit check must be submitted to St. Tammany HBA or the Parade Chairs(s). The contract on a sold house must be in the HBA office **within 48 hours of signing of the contract**. Refund of \$500.00 will be given when copy of act of sale is submitted.

### INSURANCE & INDEMNITY

BUILDER is required to provide a copy of your General Liability Certificate of Insurance listing "St. Tammany Home Builders Association" as additionally insured during the Parade of Homes. All parties shall furnish the necessary general liability insurance for each Parade home.

BUILDER agrees that he/she is, and shall remain, so long as he/she owns the building site/home, solely responsible for ensuring that it is maintained in a condition safe for entry of the general public. BUILDER agrees to protect, indemnify and hold harmless the Parade of Homes Chairs(s), the Parade of Homes Committee, and the ASSOCIATION, its officers, directors, agents, and employees, from and against any loss, claim or damage sustained by said parties as a result of personal injury caused to any person by a defect or dangerous condition in BUILDER's home and/or construction site. In addition, the BUILDER specifically agrees to defend at his/her own cost, any claim or action covered by the aforesaid indemnity which is asserted or brought against any of the indemnified parties. BUILDER agrees to indemnify and hold harmless the ASSOCIATION from any and all liability, damages, or expenses by reason of any injury, or injuries, sustained by any person or property, or loss of property occurring in or about the Parade of Homes houses or tents, or entrances thereto or exits there from, including that caused by or resulting from the negligence of the BUILDER and his/her personnel.

BUILDER represents that the house 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 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 right of others. BUILDER hereby indemnifies and holds harmless the ASSOCIATION 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 house in the Parade of Homes or inclusion of drawings or floor plans of the house in any publication of the ASSOCIATION, Parade of Homes magazine publicizing or in conjunction with the Parade of Homes.

### COMPLETION

Houses will be deemed complete if they meet the following criteria:

**EXTERIOR:**

- Completed driveway and walkway
- Landscaped front yard
- Side yards sodded
- Permanent front door
- Entire lot & street free of all construction trash and debris
- T/P and portable bathroom facilities removed

**INTERIOR:**

- Painting completed
- Completed floor coverings
- Electrical fixtures installed
- Appliances installed
- Interior doors hung with builder's hardware installed
- Plumbing fixtures installed
- Final interior clean up has been completed

Homes that have not passed inspection must remain closed during each Parade weekend until it has been re-inspected and approved by Parade committee. However, if the house is deemed incomplete and unable to open the first weekend (May 5-6, 2012), the \$500 deposit will not be refunded.

Parade Home must not be occupied by an owner or tenant until after the Parade of Homes officially ends. If previously occupied the home will not be allowed to open and the deposit will not be refunded.

## **SIGNAGE**

There will be only one official yard sign per house in the front yard. Said sign shall be the size and design as established by the ASSOCIATION. The sign shall be provided by the ASSOCIATION. The Parade sign will be installed on the post by the Parade Committee by May 1, 2012, if house passes final inspection. All signs will be installed so as to be uniform. All official signs will face the street and will not be installed on an angle or have additional signage on the back side. The ASSOCIATION shall dismantle and collect yard signs after the Parade ends.

On corner lots only, the official Parade of Homes sign will be allowed at the front entrance of the home.

It is the BUILDER's responsibility for both subdivision and scattered site locations to install the directional signs from the entrance of the subdivision and main highway to their individual Parade homes. All directional signs installed by builders must be installed Saturday mornings and removed Sunday evenings for all three weekends of the Parade. If they are stolen, the ASSOCIATION will not have additional signs available. So, be sure to pick up your signs Sunday evening, immediately after the Parade. **Signs must not be set up on medians.**

The BUILDER will be allowed to display one (1) personal builder sign in front of his/her parade home(s) so long as the sign is new, does not exceed 6 square feet, and is encased in a wooden frame where the top rail height does not exceed 5 feet. The sign must be in place at the time of inspection. If a builder erects a sign after the inspection, said builder will forfeit his/her deposit. All disputes will be handled by the Parade Chair(s) who has the final say in the matter.

## **ADVERTISING**

The Chairs(s) of the 2011 Parade of Homes is the official spokesperson regarding news media. All Parade advertising must be approved by the Parade of Homes Chairs(s) and Executive Officer. Builders may use their discretion regarding advertising inside their Parade home, with the following noted exceptions:

- A. Only ASSOCIATION members in good standing may advertise their products or services inside of a Parade home and it is up to the discretion of the BUILDER whether or not to allow such advertisements. These displays should be modest (shall not exceed 8 1/2" x 11") and available at the time of inspection.
- B. Parade magazine advertising - ASSOCIATION members can only advertise under the name that their membership is officially listed with the St. Tammany HBA, Louisiana HBA, and the National Association of Home Builders. Subdivisions cannot be advertised in the magazine unless that is the name on the HBA membership or if the developer has entered one or more homes in the Parade. Under no circumstances can any advertising in the Parade magazine direct people to specific homes, unless that home is an official Parade home.
- C. There will be only one (1) Parade magazine. Each entry will have a 1/2 page layout in this magazine. It will include your company information & logo, your home listing information (address, subdivision, and "selling" points), and a rendering of your home's front elevation.  
The rendering of your home's front elevation will be completed by Routh Studios and included in the Parade Magazine and on the Association's website. In order to have a cohesive look, Routh Studios will do ALL Parade renderings. Materials to be submitted for rendering production include a clear copy of the front elevation as well as all other information requested on the information sheet included in this packet. Please indicate walks and driveways on the elevation, if they are seen from the front view, or provide a site plan for the lot. If this information is not provided we will show a walk, but will not show a driveway. If anything OTHER THAN front elevations are submitted, an additional fee of \$150.00 will be due to the Association. Routh Studios will charge extra for any changes or corrections made after submission. The information required for the Parade magazine is due NO later than March 9, 2012.
- D. No negative advertisement of any kind will be allowed in the Parade magazine.
- E. Affiliate Builder members may not advertise under their Affiliate membership name nor can they enter a home in the Parade.
- F. Parade Magazines will be available for pick-up at the ASSOCIATION office prior to the start of the Parade. Quantity of magazine distribution is at the discretion of the Parade Committee.
- G. I understand that the selection of the sponsor of the Parade of Homes is to be made by the Board of Directors of the ASSOCIATION and the Chairs(s) of the Parade of Homes. The Board of Directors and the Chairs(s) of the Parade of Homes may select a sponsor at their discretion

## **DEPOSITS**

The BUILDER shall be entitled to his deposit if his/her home is completed, has passed inspection by 4:00 p.m. on Tuesday, May 1, 2012, and is held open for all three weekends, from 12:00 noon to 5:00 p.m. on Saturday & Sunday, and are manned for all three weekends.

Should the BUILDER sell the home before the parade and the home cannot be opened for all three weekends, then a signed contract & copy of the deposit check must be forwarded to the HBA office within 48 hours of the purchase agreement. The deposit will be refunded upon receipt of a copy of the Act of Sale received by the HBA office within 45 days of the signed purchase agreement.

The BUILDER shall be in default and not entitled to a refund if he/she withdraws the home after the deadline of February 17, 2012, the home fails inspections under the terms of the Contract and is unable to open all three weekends of the

(continued) parade, or the BUILDER violates any of the provisions of this Contract.

The BUILDER shall be in default and not entitled to a refund if he/she have tradesmen performing work at the Parade house during the scheduled open hours of the Parade.

I understand that if I fail to comply with this Agreement in any respect, I may be declared ineligible to participate in future Parades by the Board of Directors of the ASSOCIATION and FORFEIT THE SECURITY DEPOSIT.

**DISPUTES**

The Parade of Homes Chair(s) with the advice of the Parade Committee shall have the right to decide all questions concerning the general conduct and the day-to-day operation of the Parade of Homes. Any and all disputes that may arise between Parade Participants and this agreement will be resolved by the Parade of Homes Chair(s) and such decisions in these matters are binding.

As a Parade of Homes Builder, I agree to all the preceding and the decisions rendered by the Parade of Homes Committee and/or Chair(s).

Accepted by:

\_\_\_\_\_  
Builder

\_\_\_\_\_  
Date

\_\_\_\_\_  
2012 Parade of Homes Chair

\_\_\_\_\_  
Date

Additional Information

Builder: \_\_\_\_\_

Home Type: \_\_\_\_\_

Model Name: \_\_\_\_\_

Number of Bedrooms: \_\_\_\_\_ Number of Bathrooms: \_\_\_\_\_

Main Floor Area: \_\_\_\_\_ Upper Floor Area: \_\_\_\_\_

Living Area: \_\_\_\_\_ Total Area Under Beam: \_\_\_\_\_

List Price: \_\_\_\_\_

Feature Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Builder Website: \_\_\_\_\_

URL for Virtual Tour: \_\_\_\_\_

Brick Manufacturer/Color: \_\_\_\_\_

Stucco Color: \_\_\_\_\_

Siding Color: \_\_\_\_\_

Soffit/Fascia Color: \_\_\_\_\_

Roof Color: \_\_\_\_\_

Other Distinguishing Outside Features Relevant to Rendering: \_\_\_\_\_

\_\_\_\_\_

About the Builder: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Driving Directions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

General Liability Insurer: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Expiration: \_\_\_\_\_

Workman's Compensation Insurer: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Expiration: \_\_\_\_\_