



St. Tammany / Washington Parishes Parade of Homes Developer Agreement

May 5th-6th, 12th-13th, & 19th-20th 2012
12:00 PM - 5:00 PM

Company Name (hereinafter referred to as the "DEVELOPER"): _____

Company Contact: _____

(This person 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: _____

DEVELOPMENT INFORMATION

(Each Builder must complete a separate Builder Agreement to be attached to this Application at the time of submittal)

Subdivision: _____ City: _____

Builder 1: _____ Street Address: _____

Builder 2: _____ Street Address: _____

Builder 3: _____ Street Address: _____

Builder 4: _____ Street Address: _____

Builder 5: _____ Street Address: _____

Builder 6: _____ Street Address: _____

Builder 7: _____ Street Address: _____

Builder 8: _____ Street Address: _____

Builder 9: _____ Street Address: _____

Builder 10: _____ Street Address: _____

FEE SCHEDULE

(A SEPARATE CONTRACT IS REQUIRED FOR EACH SUBDIVISION)

Deposit (per home entered)	\$500
Entry Fee Per Home (minimum of 5 homes)	\$1000

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

1. Produce a Standard Layout Developer page in the **Official Parade Magazine** in which DEVELOPER will be featured along with its entry on one color page (placement at the publisher's discretion). Developer must provide the publisher with camera ready artwork according to the schedule in the DATES & DEADLINES Section of this Agreement. Any upgraded advertisements in the **Official Parade Magazine** will be coordinated directly with the publisher and at an additional expense to the Developer. Only participating Parade of Homes Builders in the entered subdivision can be included in the Developer's advertisements.
2. Provide a 4' x 4' sign for the entrance of the neighborhood indicating the neighborhoods participation in the Parade to be used for the duration of the Parade of Homes.
3. Provide magazines for distribution at each subdivision entry.
4. Provide special notations on the map in the **Official Parade Magazine** to indicate subdivisions with 5 or more entries.
5. Conduct multi-media advertising campaign during which Parade entries will be featured.
6. 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 DEVELOPER 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. Failure to do so can result in, including but not limited to, the loss of his/her deposit and being prohibited from participating in future Parades.
2. Be a member in good standing of the ASSOCIATION through the duration of the Parade of Homes. Also, ensure that the builders participating in the subdivision are members in good standing of the ASSOCIATION through the duration of the Parade of Homes.
3. Provide a minimum of 5 building sites in the subdivision for the construction of Parade Homes. Individual Builders may construct as many homes in the subdivision as they wish. These lots shall be made available only to members in good standing of the ASSOCIATION and who complete a Builder Agreement indicating the intention to participate in the Parade. The DEVELOPER agrees that the lots shall be accessible and in serviceable condition (streets, water service, sewer, gas, electric, phone and/or data) by December 31, 2011 unless the time limit is waived or extended in writing by the Parade of Homes Chair(s).
4. Ensure compliance of the Builder Participants in the subdivision in accordance to the terms of the Builder Agreement.
5. Make weekly inspections of the Parade Site(s) and report to the Parade of Homes Chair(s) regarding the progress of each Builder participant, emphasizing the status of those who may be falling behind schedule.
4. Coordinate all activities for the subdivision. He/She is also responsible to recommend any action against any builder.
7. Provide a plan to the ASSOCIATION for anticipated traffic patterns and provide available parking for visitors during the entirety of the parades open dates and hours prior to the inspection of the homes in the subdivision.
8. Wash down or otherwise clean the streets prior to each weekend of the Parade. Erect barricades (if necessary) to make the Parade area safe and pleasant for the general public.
9. Obtain permits from Home Owner's Association (if applicable), cities and the Parish to install Parade signage. Install signs signage provided by the ASSOCIATION.
10. Pay the required entry fee(s) and deposits for each home entered into the Parade of Homes.
11. The DEVELOPER agrees to abide by decisions made by the Parade of Homes Committee or Chair(s) and/or the Inspection Team.

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. March 9, 2012 - Deadline to deliver this contract along with the Builder Agreements for the Builder Members participating in the subdivision, the DEVELOPER or SUBDIVISION logo, and information sheet to PUBLISHER/DESIGNER (insert address & contact information here) for inclusion in the official Parade of Homes Magazine. Any subdivisions entered after this date will not be included in the Official Parade Magazine or the pullout map. Please note: Included in this contract packet is the information form required for participation. Please do not discard
3. April 13, 2012 - Deadline to deliver this contract along with the Builder Agreements for the Builder Members participating in the subdivision to have promotional signage provided by the ASSOCIATION.
4. May 1, 2012 - Final inspections performed for Parade houses to be open for the first weekend.

INSURANCE & INDEMNITY

DEVELOPER 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. Also, all participating Builders shall furnish the necessary general liability insurance for each Parade home. It will be the Developer's responsibility to ensure that the required insurance certificates are provided to the Association as indicate in the Builder Agreement. Failure to comply may result in the homes being prohibited from opening.

DEVELOPER agrees that he/she is, and shall remain, so long as he/she owns the subdivision, solely responsible for ensuring that it is maintained in a condition safe for entry of the general public. DEVELOPER agrees to protect, indemnify and hold harmless the Parade of Homes Chairman, 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 DEVELOPER's subdivision. In addition, the DEVELOPER 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. DEVELOPER 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 DEVELOPER and his/her personnel.

SIGNAGE

There will be only one official sign per subdivision. 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 by the Parade Committee by May 1, 2012. All signs will be installed so as to be uniform. All official signs will face the street and will not be installed

(continued)

on an angle or have additional signage on the back side. The ASSOCIATION shall dismantle and collect yard signs after the Parade ends.

It is the DEVELOPER's responsibility to install the directional signs from the entrance of the subdivision and main highway to their subdivision. All directional signs installed by DEVELOPERS 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.**

All disputes will be handled by the Parade chairman who has the final say in the matter.

ADVERTISING

The Chair(s) of the 2012 Parade of Homes is the official spokesperson regarding news media. All Parade advertising must be approved by the Parade of Homes Chair(s) and the ASSOCIATION's Executive Officer. DEVELOPERS understands:

- A. 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 the home is officially in the Parade.
- B. There will be only one (1) Parade magazine. Each subdivision will have a 1 page layout in this magazine. The information required for the Parade magazine is due NO later than March XX, 2012.
- C. No negative advertisement of any kind will be allowed in the Parade magazine.
- D. 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.
- E. 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 Chair(s) of the Parade of Homes. The Board of Directors and the Chair(s) of the Parade of Homes may select a sponsor at their discretion.

CANCELLATION

Developer agrees, in the event that the Parade of Homes is not held in his/her subdivision for any reason whatsoever, including, but not limited to his/her own withdrawal from participation, to cancel, at the discretion of any Builder participant who has not yet commenced construction of his/her Parade home, any Purchase Agreement or Act of Sale entered into with any builder who intended to use the lot purchased solely to build in the Parade of Homes, and to return his deposit to him in full.

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

Accepted by:

Company Representative

Date

2012 Parade of Homes Chair

Date

Initial _____