



1011 South 10th St., Suite 103, Manitowoc WI 54220
Phone: 920.684.6222 Fax: 920.684.6277 Email: mchba@lakefield.net

APPLICATION

Manitowoc County Home Builders Association
2010 Parade of Homes

The undersigned Builder hereby enters the following Project into the Parade of Homes for 2010:

Entry Address: _____

Due Date: Friday, March 19, 2010. Points 1, 2, 3, & 4 MUST accompany this application:

1. A check or money order made payable to Manitowoc County Home Builders Association to fully cover Builder's entry fee and deposits as outlined in the Participation Agreement;
2. A fully executed Participation Agreement;
3. A fully executed Project Owner's Agreement;
4. Certificate of Insurance showing compliance with Participation Agreement.

Due Date: April 30, 2010 for Points 5, 6, 7, & 8

5. A written description of directions to the project;
6. A short biography of the builder;
7. Description of the project – One Paragraph, plus bullet points of highlight;
8. A list of all sub-contractors and suppliers who provided goods or services to the Project.

The Builder must submit, from time to time, additional information necessary to comply with the Participation Agreement.

I HAVE READ AND UNDERSTAND THIS APPLICATION AS WELL AS THE TERMS OF THE PARTICIPATION AGREEMENT REFERENCED HEREIN AND AGREE TO BOUND BY THE SAME.

Builder: _____

Print Name: _____

Authorized Signature: _____

Date: _____



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PARTICIPATION AGREEMENT

Manitowoc County Home Builders Association
2010 Parade of Homes

SECTION 1: ENTRY INTO THE PARADE OF HOMES. Builder members of Manitowoc County Home Builders Association (MCHBA), who are in good standing as of the deadline date and thereafter, are eligible to enter newly built homes and remodeling projects (collectively referred to as “*Project*” or “*Projects*”), into the Parade of Homes. Builder members must be a member of the MCHBA Remodelers Council to enter any remodeling projects. Suitability and acceptability of any remodeling project entered into the Parade of Homes shall be decided by the Committee on a case-by-case basis. The Committee reserves the right to decline or prohibit any entry that is not in keeping with the character of the Parade of Homes at the Committee’s sole discretion. **All Builders, but particularly with regard to a remodeling project, are encouraged to submit their application early for approval by the Committee to ensure acceptability.**

SECTION 1.1: MANDATORY BUILDER MEETING. All Builders or representative are required to attend a participant meeting on Friday, March 19, 2010 at 9:00am at MCHBA office, 1011 South 10th St., Suite 103. Failure to attend will result in a fine of \$150 to be applied against the Security Deposit.

SECTION 2: DATE OF PARADE OF HOMES. Dates of the Parade shall be June 24, 2010 through June 27, 2010. Viewing times shall be:

**Wednesday, June 23	4 to 8 PM
Thursday, June 24	4 to 8 PM
Friday, June 25	4 to 8 PM
Saturday, June 26	Noon to 4 PM
Sunday, June 27	Noon to 4 PM

** Wednesday is “*Preview Night*” and is limited to members of the Committee, participating Builder owners plus one guest each, per entry.

SECTION 3: APPLICATION, ENTRY FEE AND DEPOSIT FEE. The Entry Fee (defined below), Deposit Fee (defined below) AND fully completed and executed Application MUST be paid and submitted to the Executive Officer of MCHBA.

DEADLINE DATE: The Entry date is Friday, March 19, 2010, late entries may be submitted to the HBA office until Friday, April 30, 2010(fees defined below).

ENTRY FEE: The Entry Fee, which is in addition to the Deposit Fee (defined below), shall be \$500.00. A \$600.00 Entry Fee is required of entries received after March 19, 2010 until April 30, 2010. No entries will be accepted after April 30, 2010.

DEPOSIT FEE: The Deposit Fee, which is in addition to the Entry Fee (defined above), is \$550.00. Of that, \$100.00 is a sign deposit and shall be refunded upon compliance with Section 7. The remaining \$450.00 is a security deposit and shall be refunded if the Project is in complete compliance with this Participation Agreement and the Parade of Homes rules upon Inspection. A Deposit Fee must be paid for each Project entered such that if a Builder enters two Projects then two Deposit Fees must be paid.

SECTION 4: TICKET SALES. The Committee reserves the right to charge an entry fee to view Projects involved in the Parade of Homes. The fee is to be determined by the Committee. Each Builder with a Project shall receive ten (10) complimentary passes per Project. Staffing and collection of the fee at the Home shall be the responsibility of each Builder but MCHBA shall provide the tickets. Only members of good standing of MCHBA are allowed to staff the home and admissions area during the event. The rules and regulations for collecting fees must be strictly followed. The Builder shall be responsible for the failure to follow such rules and regulations. The Builder is responsible for all actions of its staffing.

SECTION 5: PARADE DAY RESPONSIBILITIES. Homes must be occupied by Builder and it's staffing, with assistance from associates, at all times the Parade of Homes is open. Builder must provide at each Project a table and chair for the ticket sales and staffing, a garbage can for waste, a container to hold booties, and chairs and carpeting (for shoe removal). All of said items must be in good taste and aesthetically pleasing and are subject to approval by the Committee. All of said items must be in place by Preview Night for review by the Committee. MCHBA shall provide the booties. Homes are to be opened 15 minutes prior to scheduled opening times and 15 minutes after

SECTION 6: MINIMUM REQUIREMENTS/STANDARDS. At a minimum, each new home project must comply with the following requirements:

- a. All Parade Homes must be furnished with flooring, railings, cabinets, light fixtures, outlet covers, vent/duct covers, installed plumbing fixtures, interior and exterior paint and stain, *hard surfaced walkways and *hard surfaced drive.

* Hard surface consists of concrete, asphalt, and pavers. The approach must be hard surfaced for 20' out from garage and sidewalks completed from the approach to the door. For any other surface to be used, a detailed request for approval must be presented to the Standards Committee on or before six (6) weeks before start of the event. Requests shall be approved or denied within 14 business days after request is received.

- b. Shrubs and/or trees in front yard, seed-that has begun to sprout, hydro-seed or sod in front yard.
- c. Construction vehicles, equipment and debris must be removed from the Parade Home prior to the first day of the Parade. Street and curb adjacent to the Parade Home must be broom clean and absent of any mud prior to the start of the Parade.
- d. Homes to have a general appearance of completion.
- e. Minimum Requirements/Standards violations and requests for exceptions will be addressed by the Standards Committee. The current MCHBA Board of Directors can intervene if they believe it is in the best interest of the Association.

SECTION 7: SIGNAGE. Except as provided herein, only official Manitowoc County HBA Parade of Homes signs shall be used during the Parade of Homes. These shall be furnished by the Committee. **Failure to comply with these provisions will result in a forfeit of Builder's sign deposit.** Additionally:

- a. Builder Business signs may be used prior to Preview Night;
- b. During the Parade, the official Parade of Homes sign shall be in the front lawn. Other sub-contractor signs will be allowed outside the home, but must be placed in a manor that doesn't clutter the front entrance and may not be larger than 18" x 24". The builder will be responsible for placement of signs;
- c. The Builder shall be furnished with signs and arrows that are to be used to indicate the best way to get to the home from the nearby highway/street.
- d. All signs will be picked and returned to the MCHBA office at designated times. All ticket money/materials must also be returned at designated time.

- e. Sub-contractor signs shall be at the discretion of the Builder in size and placement, subject to approval of the Committee. However, no sign should exceed 154 square inches. More than one sign per sub contractor may be displayed in the living area. Additional brochures and/or business cards are also allowed. All displays shall be in place before Preview Night for review by the Committee. All displays must be in keeping with the character of the Parade of Homes at the Committee's sole discretion. **Only MCHBA members may have signage, brochures, and/or business cards in the homes (including the garage).**

SECTION 8: PROJECT INSPECTIONS. Preliminary inspection shall be held one (1) week prior to the opening of the Parade of Homes and again as necessary prior to Preview Night, at the discretion of the Committee. **BUILDER AGREES THAT ITS, HIS OR HER PROJECT SHALL BE FINISHED,** including shrubs and/or trees in front yard, seed-that has begun to sprout, hydro-seed or sod in front yard to permit review by the media for promotion of the Parade of Homes, and final approval of the Inspection Committee one week before the opening. Homes will be inspected inside and out, if deemed unsafe for the public to enter the committee may withdraw the home from the Parade. Inspections are not for cleanliness. Any Project not meeting final approval may be withdrawn from the Parade of Homes by the Committee and no entry fee, sign deposit, and security deposit shall be refunded. Inspections shall be done by the Inspection Committee or its designee.

SECTION 9: PROMOTIONAL MATERIAL. Availability of Builder promotional material is permissible so long as the material is in good taste. This includes a home fact sheet.

SECTION 10: MEDIA ADVERTISING. The following regulations apply to the Builder with regard to media advertising:

- a. Newspaper, radio, television, advertising signage or other promotional advertising is allowed, as long as it mentions the Association name, Manitowoc County Home Builders Association, along with Parade of Homes. All media must be stopped or removed by 4:00 PM Preview Night;
- b. Builder is responsible for actions of his realtor;
- c. Committee shall make arrangements for radio promotion, newspaper, and circular coverage.

For its, his or her participation, the Builder shall receive a ¼ page Builder Bio in the Parade Book along with a full page highlighting the project with a list of MCHBA member only sub contractors.

SECTION 11: MISCELLANEOUS PROVISIONS.

11.1 SECURITY. The Builder is to have sole responsibility for the security of his Project(s) during construction and the Parade of Homes.

11.2 INSURANCE. The Builder shall obtain and furnish to MCHBA certificates of insurance indicating bodily injury liability coverage with limits of at least \$1,000,000 and \$50,000 property damage and proof of workmen's compensation coverage. Also required is a copy of the Occupancy Permit. Builder shall add MCHBA as an Additional Insured during the event.

11.3 SALE OF PROJECT. A model home or spec home may be listed with a realtor or in Multiple Listing Service prior to the Parade of Homes as long as there is no reference to it being a Parade home. The Parade home may not have an open house two weeks prior to the Parade of Homes, but can be shown on an individual basis. If the price is quoted on the Parade Project, it shall be the selling price including all options and real estate. It is not the responsibility of the Committee to be involved in, nor should they be expected to participate or promote, in the sale of a Parade Project. Except as provided herein, only official Manitowoc County HBA Parade of Homes signs shall be used during the Parade of Homes. These shall be furnished by the Committee.

11.4 AGE OF ELIGIBLE PROJECTS. Projects (new homes) can not be occupied sooner than the end of the previous year's Parade of Homes.

11.5 RIGHT TO PHOTOGRAPH PROJECT. Any Project maybe photographed outside and used for promotion by the Committee without further written permission of the Builder or Project owner.

11.6 LOTTERIES & GIVE-AWAYS. NO lotteries, give-aways or gifts, guest list registering, or contests by individual Builders may be held in conjunction with the Parade of Homes. MCHBA may likewise have a lottery, give-away or gifts, guest list registering, or contests held in conjunction with the Parade of Homes and the Builder and its staffing shall reasonably cooperate with the same.

11.7 FINAL DECISIONS. The final decision on all matters of general policy for the Parade of Homes shall be made by the Standards Committee by majority vote.

11.8 DISPUTES. The Builder agrees in the event of a dispute regarding any provision of this participation agreement, to accept the decision of the Committee as final.

11.9 CANCELLATION OF PARADE. MCHBA maintains the right to cancel the Parade of Homes and refund entry fees if a minimum number of Projects is not met in the discretion of the Committee. No refunds shall be made unless the Parade of Homes is canceled.

11.10 PARADE OF HOMES COMMITTEES.

a The Parade of Homes Committee that shall be comprised of a Committee Chairperson, the Builders participating in the Parade, and of Associate members in good standing appointed as provided by the MCHBA By-laws. The total number of Committee members does not have to equal an odd number.

b The Parade of Homes Inspection Committee shall consist of the Committee Chairperson, two (2) Associate members.

c The Parade of Homes Standards Committee shall consists of a Committee Chairperson, two (2) participating Parade Builder Members, and two (2) Associate Members, all of which have voting rights. This committee will review all violations and requests for exceptions.

d The Chair shall appoint different Associate members to serve on the Inspections and Standards Committees.

11.11 SUB-CONTRACTORS. The term "*Sub-Contractor*" for purposes of this agreement shall include, without limitation, suppliers, lenders, title companies, designers, and any other associate of the type that would generally be designated an Associate Member of MCHBA.

11.12 AMENDMENTS. The Committee may reasonably amend, in its sole discretion, this Participation Agreement and the rules of the Parade of Homes.

11.13 REPRESENTATIONS OF BUILDER AND HOLD HARMLESS AGREEMENT. BUILDER REPRESENTS AND WARRANTS TO MCHBA THAT ANY HOUSE OF THE BUILDER WHICH BECOMES A PART OF THE PARADE OF HOMES IS THE PRODUCT OF AN ORIGINAL DESIGN AND THAT EITHER (A) BUILDER IS THE SOLE OWNER OF SUCH DESIGN AND HAS EXCLUSIVE RIGHTS, IN AND TO THE DESIGN AS REPRESENTED IN THE STRUCTURE, AND IN THE PLANS, SPECIFICATIONS, DRAWINGS, ADVERTISING, AND PROMOTIONAL MATERIALS FOR THE HOUSE (TOGETHER THE "DESIGN MATERIALS"), OR (B) BUILDER HAS RECEIVED WRITTEN AUTHORITY FROM THE OWNER OF THE DESIGN MATERIALS TO MAKE USE THEREOF IN THE MANNER CONTEMPLATED BY BUILDER. BUILDER FURTHER REPRESENTS AND WARRANTS TO MCHBA THAT BUILDER HAS NOT PLEDGED, ASSIGNED, OR ENCUMBERED ITS RIGHTS TO THE DESIGN MATERIALS AND THAT THE DESIGN MATERIALS DO NOT VIOLATE ANY COPYRIGHT, PROPERTY, OR COMMON LAW RIGHTS OF ANY THIRD PARTIES.

BUILDER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS MCHBA, AND ITS MEMBERS, OFFICERS AND EMPLOYEES, FROM ANY AND ALL CLAIMS BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS, LIABILITIES, COSTS AND EXPENSES, INCLUDING ACTUAL ATTORNEY'S FEES, ARISING OUT OF OR RELATED TO THE DESIGN MATERIALS OR INCLUSION OF THE HOUSE IN THE PARADE OF HOMES, INCLUDING WITHOUT LIMITATION, COPYRIGHT INFRINGEMENT, CONVERSION, TRADEMARK INFRINGEMENT, UNFAIR COMPETITION AND RELATED CLAIMS.

I HAVE READ AND UNDERSTAND THIS PARTICIPATION AGREEMENT AND AGREE TO ABIDE BY IT, ALONG WITH ANY SUBSEQUENT RULES AND REGULATIONS ESTABLISHED BY THE COMMITTEE FROM TIME TO TIME.

Address of Project: _____

Contractor: _____

By:

Print Name: _____

Signature: _____

Title: _____

Date: _____



Manitowoc County Home Builders Association

2010 Parade of Homes

If the home is sold, or you are entering a remodeling project, this form must be signed and submitted to the MCHBA Office prior to the event opening.

Project Owners Agreement

- The Contractor assumes full responsibility for any and all risks of bodily injury, death, property damage or theft, occurring on the Project Owner's property located at: _____, during the Manitowoc County Home Builders Association Parade of Homes to be held in June 2010, whether due to the negligence of the Project Owner.
- Project Owner understands that Contractor will be showing my new home or remodeled home in the Manitowoc County Home Builders Association Parade of Homes June 23, 4:00pm to 8:00pm Preview Night; June 24, 4:00pm to 8:00pm; June 25, 4:00pm to 8:00pm; June 26, 12:00 (noon) to 4:00pm; June 27, 12:00 (noon) to 4:00pm.
- Project Owner agrees to cooperate fully with builder to allow inclusion of the home in the Parade of Homes.
- Project Owner understands that no one may reside in the new home or remodeled home during the show hours of the Parade of Homes
- **Project Owner understands that only MCHBA members are allowed to advertise in the home during the event. Only MCHBA members may have signage and/or handouts in the project during the Parade.**
- Project Owner agrees to defend, indemnify and hold harmless the Manitowoc County Home Builders Association, Inc. its directors, officers, employees and members (collectively the "Association") from and against any claims, liabilities, losses, damage or cost, including attorneys' fees, they or any of them may incur on account of injury to the Project Owner person or property or theft thereof, whether caused by the negligence of any person or any cause whatsoever.
- The Project Owner, Contractor, and Association acknowledge that he/she or it has read and understands the Project Owners Agreement.
- In Witness Whereof, the Project Owner and Contractor have signed this Agreement as of the date set forth below.

Contractor-Print Name

Project Owner-Print Name

Contractor-Signature

Project Owner-Signature

Project Owner-Print name

Project Owner-Signature

Date

Date