



PARTICIPATION AGREEMENT 2019

1. I am currently a member in good standing of the Greater Orlando Builders Association and I wish to enter the 2019 Spring Parade of Homes™. I understand the 2019 Parade of Homes™ was designed to promote and stimulate interest in the new home and remodeling industry. I agree to abide by the following rules and regulations:
2. I understand that the **DUE DATE** for receipt of all entry **MATERIALS**--forms, renderings, floor plans, maps, etc., to the Greater Orlando Builders Association is **Friday, February 15, 2019. PAYMENT IS DUE** by February 15, 2019. **If payment and materials are NOT received by this date, my entry will not be eligible for judging.**
3. If I find it necessary to pull my Parade entry prior to the start of the Parade of Homes™, I understand the pullout date for **REMOVING MY ENTRY** from the 2019 Parade of Homes™ Guidebook is Friday, February 15, 2019. Full refund will be given. After this date, we may not be able to remove the entry from the guidebook and no refund will be given.
4. Entries will be **OPEN TO THE PUBLIC** at a minimum, Saturday and Sunday, May 4-5 and May 11-12 from 10am-6pm. All entries are encouraged to be open all days of the Parade from 10am-6pm.
- 4a. Gated community entries must get approval from their community and facilitate entry for the public during all parade hours.
- 4b. Non-compliance with this rule could result in disqualification from Parade awards.
5. Parade entries open for public viewing shall be located within the boundaries of Orange, Seminole, or Osceola Counties or approved by the Parade Committee.
6. I agree to carry public liability insurance (minimum of \$500,000) on each of my Parade entry homes from May 4-12, 2019. I understand that receipt by GOBA of a copy of this **CERTIFICATE OF INSURANCE** is a requirement of entry and that the Greater Orlando Builders Association must be listed as an additional insured party. If my insurance is canceled for any reason, I will immediately notify GOBA and my home will be pulled from participation in the Parade of Homes™. I will not receive a refund of my entry fee. Liability insurance forms are **DUE on Friday, February 15, 2019.**
7. I agree that GOBA is NOT responsible for any loss or damage of any kind to my entry in the Parade. I will indemnify, defend and hold GOBA harmless from and against any and all claims, loss, damage, judgments, causes of action or injuries (including attorneys' fees and costs) arising out of or related to my participation in the Parade of Homes™.
8. No entry/entrant/participant may charge admission or solicit donations for access to their 2019 Parade entry.
9. All information on the Parade entry will come from the builder/developer and will be my responsibility. No information is to be dispensed by any REALTOR®, real estate broker, salesperson or agent. I can be reached during business hours at the number listed on the online entry form.

10. The GOBA will send a printer's proof of my entry in the Parade of Homes™ Guidebook to me via email. This proof, signed by me, will be returned to the GOBA by the time and date specified with the proof.

10a. If a signed proof is not returned by the required date to the GOBA, the Parade of Homes™ Committee will make no attempt to contact me and any mistakes in the printed map are my sole responsibility and liability.

11. I hereby release GOBA from any responsibility or liability associated with any errors or omissions in the Parade of Homes™ Guide or for any and all errors or omissions in any kind or type of advertising material (whether print, TV, radio or any other media).

12. INTERNET RELEASE. I understand that as a participant in the 2019 Parade of Homes™, information about my entry including graphics will be published on the Internet. I understand that it is my responsibility to provide digital photos of my entry for Internet use and ensure that all rights of use have been secured when and if required.

13. **JUDGING** of all entries will take place either **May 2 or 3, 2019**. Entry must be complete and open by 8:00am all days of judging for it to be eligible for an Award. As a courtesy to the GOBA staff, Parade of Homes Committee and judges, we ask that you NOTIFY THE GOBA BY Friday, February 15, 2019. IF YOUR ENTRY WILL NOT BE COMPLETED IN TIME TO JUDGE ("Complete" is defined as C.O. issued for new home entries).

13a. If my entry is eligible for a GRAND AWARD (having placed First in my entry category AND having received a minimum **GRAND JUDGING** score from the judges), it will be available for additional judging on **Friday, May 10**.

14. I understand that I must indicate on the online Entry Form the appropriate category, for each of my Parade entries. The category I select will be applicable to my Parade entry for judging purposes and website identification. I understand that failure to adhere to the category definitions as listed on the online Entry Form will result in the entry being ineligible for an Award.

15. I understand that judging participation is automatically included with my Parade of Homes™ entry and I must notify GOBA staff if I do not want my home to be judged.

16. I understand that there will be a First Place and a Merit Award in each category with eligible participants.

17. The playing of live or taped music as part of this event is strictly prohibited except as provided below. All live musical performances and all uses of recorded music (such as records, tapes, compact discs or video tapes with either featured or background music) must be licensed by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and any other agency responsible for licensing the music so performed. Each Participant who uses performances of live or recorded music and has not paid the appropriate special charge for such performances as required, will be obligated to reimburse the HBA upon demand for all royalties which the HBA may be required to pay to ASCAP or BMI plus any fines and penalties with respect to that Participant's performances specifically. Further, the Participant agrees to hold harmless and indemnify GOBA from any and all liability arising out of the use of recorded or live music by the Participant during this event.

18. Any violation of any of these rules will result in suspension of privileges in the 2019 Parade of Homes™ without refund of entry fee, and my company may be barred from participating in the Greater Orlando 2020 Parade of Homes™.

- 19. All decisions regarding rule violations and/or interpretation or application of said rules shall be made by the Parade Committee and/or the GOBA Executive Committee and are final and binding.
- 20. For purposes of this agreement, references to GOBA are intended to refer to the Greater Orlando Builders Association.
- 21. I hereby indemnify and hold harmless the Greater Orlando Builders Association, (hereinafter referred to as "GOBA"), 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 inclusion of my Parade entry renderings or photographs in internet web sites utilized by GOBA in conjunction with the 2019 Parade of Homes™. I hereby release the GOBA from responsibility and liability associated with any errors or omissions from information published at the GOBA or 2019 Parade of Homes™ web address.
- 22. I represent that the entry to be placed in the 2019 Parade of Homes™ is the result of an original design and that I have obtained the legal rights to use the design from the copyright owner in and to the design as represented in the structure, plans, specifications, and drawings for the house. I further represent that I have not pledged, assigned, or encumbered the rights to the design and that such design does not violate any copyright, property, or common-law rights of others. I hereby indemnify and hold harmless the GOBA 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 2019 Parade or the inclusion of drawings or floor plans of the house in any publication of the GOBA publicizing or in conjunction with the 2019 Parade of Homes™.
- 23. I hereby represent, warrant and certify to the GOBA that I am (or will be) the builder of record of the entry I am entering in the Parade of Homes™. I agree if requested by GOBA to provide to GOBA a copy of all my licenses and of my building permit as a condition precedent to GOBA allowing me to enter my home in the Parade of Homes™.
- 24. It is understood that the price of the entry is the actual selling price as if no sponsorships or donations had been provided, and must include the cost of the lot or land that the entry is built on (new home entries only), i.e., the "As Shown Price".
- 25. I will offer my Parade entry "As Shown Price" for sale for no more than the price appearing in the Guidebook during the 2019 Parade of Homes™ promotion. I understand that failure to do so will result in all my 2019 Parade of Homes™ privileges being terminated or rescinded and I will not receive a refund of my entry fees.
- 26. If I sell my Parade home prior to the start of the Parade of Homes™, I will not allow the buyers to move in until after the Parade is completed. If my Parade home is sold prior to start of Parade, as a condition of my Parade participation, I will obtain the written consent of the buyers that the home may be an entry in the Parade of Homes™.
 - 26a. I will notify the GOBA if the house is placed under a sale contract prior to the start of the Parade. The GOBA reserves the right to ask for and receive a copy of the contract.
- 27. I have read and understand ALL Participation Agreement rules and releases as written.

Signature of 2019 Parade of Homes Participant Date

Printed Name