

HOME BUILDERS ASSOCIATION SERVING PORTAGE & SUMMIT COUNTIES
2017 MULTI SITE PARADE OF HOMES BUILDERS ENTRY AGREEMENT

SEPTEMBER 29, - OCTOBER 8-2017

2017 BUILDER COMPANY _____

- Section 1. The ENTRANT agrees to complete both his home and LANDSCAPING as well as a concrete driveway and sidewalk two (2) days prior to the opening date agreed upon by the COMMITTEE. Landscaping will consist of seeding or sodded front yards; seeded remainder of lot; and planting beds on the front of the home.
- Section 2. The ENTRANT agrees that upon completion of the dwelling, he/she will not deliver possession of same before the day after the closing date of the 2017 Multi-Site Parade of Homes and further that he/she will not, in any manner, transfer any part of the liability or responsibility of this agreement before the day after the closing date. He/she further agrees that any sale which he/she makes of the property prior to the date of the public showing will contain an expressed provision that the contract is subject to all conditions of this agreement until after the closing date of the 2017 Parade of Homes.
- Section 3. The ENTRANT agrees to allow the COMMITTEE to waive the fee of admission to the public for entry to the Parade of Homes, and at its own discretion, distribute complimentary tickets to the Parade of Homes through Entrants, Exhibitors, press, etc. The dwelling erected on the lot covered by this agreement must be held open for display purposes during the hours of the Parade of Homes for admittance to the public.
- Section 4. THE ENTRANT WILL MAKE EVERY REASONABLE EFFORT TO HAVE ALL SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS WHO WORKED ON THE PARADE HOME, BE AN HBA MEMBER. THIS EFFORT WILL INCLUDE GIVING THEM APPLICATIONS. **NON-MEMBERS WILL NOT BE RECOGNIZED IN ANY HBA PUBLICATIONS. NON-MEMBERS WILL NOT BE ALLOWED TO ADVERTISE WITHIN THE HOME OR GARAGE AREA. ONLY MEMBER** OUTDOOR LANDSCAPE AND SECURITY SIGNS WILL BE ALLOWED OUTSIDE THE HOME. THIS SIGNAGE IS TO BE PLACED IN THE FRONT LANDSCAPE BEDS.
- Section 5. The ENTRANT or his agent, may distribute literature from his/her home during the show, solicit orders, and make sales. The ENTRANT shall be responsible for the promotional activities of his agents and/or Realtor and may be subjected to a penalty if the rules pertaining to advertising and promotion as set forth by the COMMITTEE are not adhered to.
- Section 6. Garage areas should be used as Builder Sales and Model Centers. Building company literature, sales people awards, floor plans, renderings and all other pertinent builder marketing aids should be incorporated in the Sales Center located in the garage areas. A portion of each ENTRANT'S garage may be used by the COMMITTEE for a sponsor display. HBA member suppliers may also display flyers, brochures and business cards on a portion of a display table provided by the ENTRANT in the garage areas.
- Section 7. The Home Builders Association serving Portage & Summit Counties will not be liable for any expense incurred in the development of the site and/or construction of any participating homes. The Board of Trustees of the Home Builders Association serving Portage & Summit Counties will act as the final authority on all matters relating to the financing, advertising, site control, and any and all other preparations affecting the staging of the 2017 Multit- Site Parade of Homes.

- Section 8. The ENTRANT shall submit to the COMMITTEE at a date to be determined by the COMMITTEE, a list of all Home Builders Association members used in the construction of the Parade home along with an advertising press release describing the home, the ENTRANT'S company and provide the HBA with a rendering or photograph of the Parade home.
- Section 9. The ENTRANT represents that the house to be placed in the Parade is the result of an original design and that ENTRANT is the sole owner of such design and has exclusive rights in and to the design as represented in the structure, plans, specifications and drawings for the house, or has purchased the right to the design from a commercial design company. The ENTRANT further agrees that rights to the design have not been pledged, assigned, or encumbered, and that such design does not violate any copyright, property or common-law rights of others. The ENTRANT hereby indemnifies the HBA from any and all claims of third parties, including, but limited to, copyright infringement or conversion, which may be asserted as a result of the inclusion of the house in the Parade, or the inclusion of drawings or floorplans of the house in any publication of the HBA or any advertisement or other media publicizing or otherwise disseminated in conjunction with the Parade.
- Section 10. In addition to landscaping requirements as defined in Section 1, ENTRANTS shall include in the home/homes, decorating and furnishings in all Family Rooms, Kitchens, and Master Bedrooms. All homes will have window treatments.
- Section 11. Builder participation in the Parade of Homes is limited to members of the Home Builders Association serving Portage & Summit Counties.
- Section 12. The ENTRANT agrees to cooperate in all matters relating to other construction in the area of the 2017 Multi Site Parade of Homes.
- Section 13. In consideration for participation in the Parade, the ENTRANT, for himself or herself and any associated corporation, partnership, or other legal entity and their owners, partners, officers, directors, shareholders, agents, employees, and their successors, heirs, and assigns all those in privity of contract with them, hereby agree to indemnify and hold the HBA, its officers, trustees, employees, agents, members, and all their heirs, successors, and assigns, harmless from any and all liability, loss, claim, costs, damages, or cause of action whatsoever, including attorney's fees and litigation costs, now existing or hereafter arising out of or in any way connected with any and all the ENTRANT'S construction associated with the Parade and/or participation in the Parade, including any work done by the ENTRANT'S subcontractors, materialmen, agents, or employees, and/or any action taken pursuant to this Agreement including, but not limited to, removal of the house and/or ENTRANT from the Parade and all advertising and promotion therefore.
- Section 14. As a consideration of this application, I agree to abide by all rules, policies, and decisions established by the COMMITTEE. I further agree to all provisions noted above.

DATE _____ BUILDER (or Authorized Signature) _____

HBA REPRESENTATIVE (Signature) _____