



**PARADE OF HOMES**  
HOME BUILDERS ASSOCIATION OF GREATER BATON ROUGE  
presented by **FERGUSON**

THAT THE HOME BUILDERS ASSOCIATION OF GREATER BATON ROUGE, hereinafter referred to as the "Association," and \_\_\_\_\_ of \_\_\_\_\_ hereinafter "Builder," for their mutual benefit and the benefit of the homebuilding industry in the Greater Baton Area, do hereby agree to the terms and conditions as follows (hereinafter "Contract"):

**ASSOCIATION AGREES AND OBLIGATES ITSELF TO THE FOLLOWING:**

- Association agrees to lend all of its resources, including time, talents, efforts to promote and stage the 2020 Parade of Homes and 2020 Parade of Homes After-Party.
- To furnish each Builder with the following signage:
  - Directional signage for subdivision
  - Signage marking home as an official Parade of Homes entry
- Organize, arrange and schedule media advertising to promote to its fullest extent the Parade of Homes 2020
- Provide all necessary promotional materials and literature for the Parade of Homes for distribution to the visiting public.
- Produce a Standard Layout Builder page of the official Parade guidebook in which Builder will be featured along with its entry on one full page. No exceptions, all layouts must look the same.
- Provide guidebooks for distribution at each entry.
- Conduct multimedia advertising campaign during which Parade entries will be featured.

**BUILDER AGREES AND OBLIGATES THEMSELF TO THE FOLLOWING:**

- Follow and abide by the terms of the Contract as set forth and subject him/herself to the governing power of the Association, including but not limited to the levying of fines and/or penalties.
- **MUST ATTEND ONE OF THE MANDATORY MEETINGS EITHER TUESDAY, NOVEMBER 19TH AT 9:00AM OR THURSDAY, JANUARY 9TH, 2020 AT 9:00AM TO REVIEW THE BUILDER CONTRACT, REVIEW ALL RULES, REGULATIONS, AND DEADLINES.** If a representative is sent to the meeting, the Builder herself/himself must sign the Parade Contract and return it to the Association office by 4:00PM that day.
- Be a Builder member in good standing with the Association.
- Pay the required entry fee(s) and deposits for each home entered into the Parade of Homes by the deadline below or be subject to a fine of \$50 per 15 days delinquent.
- Abide by the decisions made by the Parade of Homes Working Group or Staff.
- To supply the information needed for artist rendering in the Parade Guidebook (see attached). Builder MUST use the artist provided to them by the Association.
- If home/entry is not completed to the move-in stage by the opening date of the Parade, BUILDER will forfeit all deposits and entry fees, have signage removed from front of home, will not receive guidebooks and directional signs, and will not be allowed to participate in the 2020 Parade of Homes. Listing will remain in the Parade guidebook.
- **VENDORS: It will be the responsibility of the Builder to encourage vendors to become a Parade of Homes Sponsor. Vendor Sponsors will be allowed a table or physical representation in homes to greet, give door prizes, provide lagniappe activities and promotional materials. ONLY Vendor Sponsors will be allowed a promotional presence inside homes. It is the responsibility of the Builder and Vendor Sponsor to coordinate in which homes they will be present.**
- Builder agrees to open and staff each home during the Parade of Homes, as per the following schedule:
  - **Saturday, April 25, 2020 from 11:00 a.m. to 5:00 p.m.**
  - **Sunday, April 26, 2020 from 1:00 p.m. to 5:00 p.m.**
  - **Saturday, May 2, 2020 from 11:00 a.m. to 5:00 p.m.**
  - **Sunday, May 3, 2020 from 1:00 p.m. to 5:00 p.m.**
- As the permit holder on any home--regardless of ownership--Builder will not have an open house during the event on any non-Parade home.
- It will be the responsibility of the Builder to educate him/herself on Parade guidelines.
- It will be the responsibility of the Builder to erect all directional and home signs within the subdivision or coordinate placement of directional signs with other builders within the same subdivision.

## **TICKETS**

- The Association will be selling digital ticket entries to the Parade of Homes this year
- Tickets will be sold, promoted and scanned electronically via an Apple or Android cellular device.
- It is the responsibility of the builder to ensure that the Parade home is equipped with an individual to scan tickets for entry and that each individual entering the home has a ticket (including real estate sales professionals and children over twelve years of age). Scanner may be another staff member of the builder or of the Vendor Sponsor in the home. If you need assistance, contact the HBA.
- If tickets are not being scanned at a home, the builder of that home will be subject to a \$500 fine per day that tickets are not being scanned.

## **DEADLINES**

- **November 19th, 2020 - Mandatory Builder Meeting**
  - Builder must be present for 9:00AM to review rules, regulations, deadlines, and fines
  - If a representative If a representative is sent to the meeting, the Builder herself/himself must sign the Parade Contract and return it to the Association office by 4:00PM that day
- **January 9th, 2020 - Mandatory Builder Meeting**
  - Builder must be present for 9:00AM to review rules, regulations, deadlines, and fines
  - If a representative If a representative is sent to the meeting, the Builder herself/himself must sign the Parade Contract and return it to the Association office by 4:00PM that day
- **January 24th, 2020 - Early Bird Deadline**
  - Early Bird Entry Fee for first home is \$1,500, mailed by this date
  - Early Bird Entry Fee for each additional home is \$1,150, mailed by this date
  - Signed Agreement & Builder Entry Form for each house submitted
- **February 14th, 2020 - FINAL DEADLINE**
  - Entry Fee for first home is \$1,750, mailed by this date
  - Entry Fee for each additional home is \$1,350, mailed by this date
  - Signed Agreement & Builder Entry Form for each house submitted
  - **Deadline for Builder to furnish the Association with all of the required information on all entries for the preparation of Parade of Homes map and guidebook, listed below**
- **February 21st, 2020**
  - Final deadline to withdraw - after this date, Builder will forfeit all fees to the Association
  - Final deadline for Vendor Sponsors to submit which homes they will have representation in

## **INSPECTION**

- The home(s) submitted by the Builder must be complete by noon on Friday, April 17, 2020. The Inspection Team will inspect the home(s) after noon on this day, the first scheduled inspection date, and must approve the home(s) before it is allowed entry into the Parade.
- If the home(s) submitted by the Builder is not approved as being complete on the first scheduled inspection date, the builder will have to forfeit having the home open during Parade of Homes and Builder will forfeit all fees to the Association.
- In the event of Builder default, the Association will be entitled to all attorneys' fees and cost associated with enforcing this agreement.

## **SIGNAGE**

- Only signs provided to the Builder pursuant to the contract will be allowed on premises of Parade homes. The builder is allowed to display personal builder sign at his/her Parade home(s) so long as it does not exceed 24"x36". Exterior signage regulations apply to front/back yards.
- The signs provided to the Builder by the Association pursuant to the Contract shall be prominently displayed in front of Parade home(s).
- Interior signs, documents, brochures, etc. furnished by suppliers and/or subcontractors are to be used at the discretion of the builder and must not exceed 8 1/2" x 5 1/2" unless provided by an official Vendor Sponsor or Vendor used through the Vendor Discount Program.(Signage must be relevant to the construction/building of home)
- The builder is responsible for putting out and picking up directional signs immediately prior to the beginning and after the end of Parade of Homes.
- Builder must return signs to the HBA of GBR office by Friday, May 8, 2020.

## **MARKETING/ADVERTISING**

- The phrase "Parade of Homes" is not to be used in any advertising by anyone other than the Association, Builder, Builder's REALTOR® or agent, and sponsors of Parade of Homes.
- The Builder is permitted to advertise his/her Parade home as being entered into the event. When advertising or promotion is a visual graphic, Builder MUST use Parade of Homes branding and the Parade of Homes official logo, including the Presenting Sponsor. These will be provided to the marketing contact listed on the entry form. If you have any questions, please contact taylor@hbagbr.org.

## **DEFAULT**

- The Builder shall be deemed to be in default of this Contract if any of the following events occur:
  - Withdrawal of a home by the Builder after the deadline of February 28, 2020.
  - The home fails the inspection under the terms of the Contract.
  - Two or more infractions of the *marketing/advertising provisions* of this Contract
  - Failure to return to the Association all signs and stakes provided by the Association by May 8, 2020.
- Default by the Builder:
  - Prior to the opening of the 2020 Parade of Homes (i.e. home fails the inspection) shall result in the Builder forfeiting all fees, deposits and rights to participate in the Parade for 2020.
  - Prior to the opening of the 2020 Parade of Homes (i.e. marketing/advertising provisions) shall result in a fine of \$500.
  - At any time after the opening of the 2020 Parade of Homes shall result in the builder forfeiting applicable fees and deposits and may result in inability to participate in Parade of Homes 2020.
- Default by the Builder in two consecutive years shall result in suspension of the Builder from participation Parade of Homes until further notified.
- In the event of Builder default, the Association will be entitled to all attorneys' fees and cost associated with enforcing this agreement.

## **MISCELLANEOUS**

- Model homes may be entered into Parade, *however*, the same model home may **not** be on Parade two consecutive years in a row.
- Individual door prizes and prize drawings will be permitted in the Parade of Homes ONLY by vendors in homes who have sponsored and been approved by the Association. Failure to comply will result in a *\$250 fine*.
- Only vendors who have sponsored and been approved by the Association will be eligible for a table in homes along the route. It is up to the builder and vendor to determine which homes vendors will be in. Failure to comply will result in a *\$1500 fine (the cost of entry for vendor)*
- **The Builder agrees that if a home entered into the Parade of Homes is currently occupied, that it is the Builder's responsibility to attain the required special permits and insurance.**
- All premises of Parade of Homes shall be free and clear of all Automobiles, RVs, ATVs, Golf Carts, etc. unless otherwise authorized by the Association. If violation occurs, future Parade of Homes will be considered by the Parade of Homes Working Group
- Appeals
  - Builder has a right to appeal any decision made by the Parade of Homes Working Group or Staff. However, the decisions made by the official Parade of Homes Inspection Team the week prior to the event are not subject to appeal.
  - The appeal shall be made to the Parade of Homes Working Group and presented in writing, after which the appeal shall be considered by the Parade of Homes Working Group at the next meeting.
- *Failure by a Builder to pay the fines assessed to the Builder in accordance with this agreement will result in suspension of the Builder's membership in the Association until the outstanding amount of the fines are paid.* Any behavior/activity thought to jeopardize the integrity of the event will be brought to the Parade of Homes Working Group for consideration and decision.
- **INDEMNITY.** Builder agrees, to the fullest extent provided by law, to indemnify and hold harmless the Home Builders Association of Greater Baton Rouge from any claim, demand, suit, right or cause of action by any person, firm or corporation for any and all damages, economic loss, property damage, bodily injury, mental anguish, and/or any other loss arising from or related to any viewing of the entry/above-described home and/or the home's inclusion in Parade of Homes. Said indemnification shall include, but is not limited to, reasonable attorney's fees, expert witness fees and all costs of defense.
- Builder found in violation of Contract will receive a warning by authorized Association representative, failure to comply with request shall result in fine and/or penalty outlined in this contract but not limited to ability to participate in future Parade of Home events to be determined by the Parade of Homes Working Group.

## **LIST OF ITEMS TO SUBMIT WITH THIS CONTRACT BY DEADLINES ABOVE**

- (1) Builder Agreement filled out and signed (*emailed or delivered*)
- (2) Data Sheet filled out completely for each home (*submitted below*)
- (3) Rendering Information (*submitted below*)
- (4) Applicable entry fees accompanying each entry (*mailed to HBA office or paid online*)

Checks payable: HBA of GBR

Mail to:  
Home Builders Association of Greater Baton Rouge  
10518 Kentshire Ct.  
Baton Rouge, La. 70810

Email: karen@hbagbr.org

Phone: (225) 769-7696

**ACKNOWLEDGEMENT**

Date: \_\_\_\_\_

Entry Fees enclosed: \$ \_\_\_\_\_

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

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

\_\_\_\_\_

BUILDER SIGNATURE

\_\_\_\_\_

HBA | GBR STAFF SIGNATURE