



PARADE BUILDER AGREEMENT

THAT THE HOME BUILDERS ASSOCIATION OF GREATER BATON ROUGE, hereinafter referred to as the “Association,” and _____ of _____ hereinafter “Builder,” for their mutual benefit of the homebuilding industry in the Greater Baton Rouge 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 2021 Parade of Homes.
- To furnish each Builder with the following signage:
 - Directional and/or parking signage for subdivision
 - Signage marking house as an official Parade of Homes entry
- Organize, arrange and schedule media advertising to promote to its fullest extent the Parade of Homes 2021
- Provide all necessary promotional materials and literature for the Parade of Homes for distribution to the visiting public.
- Produce a standard builder profile on the official Parade website in which Builder will be featured along with its entry on one full page.
- Provide reference guides for distribution at each entry.
- Conduct social media 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 TWO MANDATORY MEETINGS, EITHER TUESDAY, NOVEMBER 17, 2020 AT 9:00AM OR THURSDAY, JANUARY 7, 2021 AT 9:00AM TO REVIEW THE BUILDER CONTRACT, REVIEW ALL RULES, REGULATIONS, AND DEADLINES.** If a representative is sent to the meeting, the Builder him/herself 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 house entered in 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.
- Supply a rendering or high-resolution photo of the front elevation of the Parade house to be published on the official Parade website by the deadline below. The Association can refer rendering/photography resources upon request.
- If house 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 house, will not receive reference guides and directional signs, and will not be allowed to participate in the 2021 Parade of Homes. Listing will remain on the Parade website.
- Builders **cannot** promote any vendors/suppliers at their Parade house (inside or outside) during the Parade of Homes **UNLESS** the vendor/supplier is listed as a **Parade Vendor Entry**.
 - A **Parade Vendor** is any company that wants to have a company representative or company promotional items **physically present** at the Parade house (inside or outside)

- to promote the company's product and/or service **and** is a vendor/supplier connected to the homebuilding industry.
- Parade Vendors will be allowed a promotional presence at Parade house(s) to showcase their product(s) and/or service(s) and including, but not limited to, greeting, assist in Parade house touring, provide door prizes, provide lagniappe activities, and promotional materials.
- ****Builder must approve all Parade Vendors.**
- It is the responsibility of the Parade Builder to choose which and how many Parade Vendors as well as which houses the Parade Vendor will be present.
- Builder agrees to open and staff each house during the Parade of Homes, as per the following schedule:
 - **Saturday, April 17, 2021 from 1:00 p.m. to 5:00 p.m.**
 - **Sunday, April 18, 2021 from 1:00 p.m. to 5:00 p.m.**
 - **Saturday, April 24, 2021 from 1:00 p.m. to 5:00 p.m.**
 - **Sunday, April 25, 2021 from 1:00 p.m. to 5:00 p.m.**
- As the permit holder on any house – regardless of ownership – Builder will not have an open house during the event on any non-Parade house.
- 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 house signs within the subdivision or coordinate placement of directional signs with other builders within the same subdivision.

TICKETS

- The Association will be selling digital tickets to the Parade of Homes. All proceeds will be donated to a chosen charity.
- The digital ticket platform used is TicketSpice and all registrant data is stored.
- Tickets will be scanned electronically via an Apple or Android cellular device or tablet with wireless internet connection.
- **It is the responsibility of the Builder to ensure that the Parade house is equipped with an individual to scan tickets for entry and that each individual entering the house has a ticket (including real estate sales professionals and children over twelve years of age).**
 - Scanner may be any individual besides the Builder or Parade Vendor. Please do **not** plan to use a Parade Vendor for ticket scanning. If you need assistance, contact the HBA.
 - Scanner may set up a ticket scanning station in the house on any device connected to WiFi (mobile or tablet) where the TicketSpice app is downloaded to scan tickets.
- **If tickets are not being scanned at a house, the Builder of the house will be subject to a \$500 fine per day that tickets are not being scanned.**

DEADLINES

- **November 17, 2021 – Mandatory Builder Meeting (MUST ATTEND ONE OF THE TWO)**
 - Builder must be present at 9:00AM to review rules, regulations, deadlines, and fines.
 - If a representative is sent to the meeting, the Builder him/herself must sign the Parade Contract and return it to the Association office by 4:00PM that day.
- **January 7, 2021 – Mandatory Builder Meeting (MUST ATTEND ONE OF THE TWO)**
 - Builder must be present at 9:00AM to review rules, regulations, deadlines, and fines.
 - If a representative is sent to the meeting, the Builder him/herself must sign the Parade Contract and return it to the Association office by 4:00PM that day.
- **January 26, 2021 – Early Bird Deadline**
 - Early Bird Entry Fee for first house is \$1,500, paid/mailed by this date
 - Early Bird Entry Fee for each additional house is \$1,100, paid/mailed by this date
 - Builder Agreement signed by Builder
 - House Entry Form for each Parade house completed and submitted
 - Confirm which Vendor(s) you would like to be promoted in your Parade house

- **February 16, 2021 – FINAL DEADLINE**
 - Entry Fee for first house is \$1,750, paid/mailed by this date
 - Entry Fee for each additional house is \$1,350, paid/mailed by this date
 - Signed Agreement & House Entry Form for each house submitted
 - Builder Agreement signed by Builder
 - House Entry Form for each Parade house completed and submitted
 - Confirm which Vendor(s) you would like to be promoted in your Parade house
- **February 16, 2021 – DEADLINE to WITHDRAWAL FROM PARADE OF HOMES**
- **February 23, 2021 – Front-Elevation Rendering or High-Resolution Photo**
- **OPTIONAL Virtual 3D Tour/Video/Photo Slideshow** – please submit if you have one created. The Association will use in Parade promotions before, during, and after the Parade of Homes event.

INSPECTION

- The house(s) entered by the Builder **must be complete by noon on Wednesday, April 14, 2021**. The Inspection Team will inspect the house(s) after noon on this day, the first scheduled inspection date, and must approve the house(s) before it is allowed entry into the Parade.
- If the house(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 house open during Parade of Homes and Builder will forfeit all fees to the Association.
- In the event of Builder failing the house inspection, the Association will be entitled to all attorneys' fees and cost associated with enforcing this agreement.

SIGNAGE

- Only Parade of Homes Builder, Vendor(s), and/or Sponsor(s) signage will be allowed on premises of Parade houses.
- The signs provided to the Builder by the Association pursuant to the Contract shall be prominently displayed in front of Parade house(s).
- The builder is responsible for putting out and picking up directional signage immediately prior to the beginning and after the end of Parade.
- Builder **must return signage to the Association office by Friday, May 7, 2021**.

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 vendors/sponsors of Parade of Homes.
- The Builder is permitted to advertise his/her Parade house 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.

DEFAULT

- The Builder shall be deemed to be in default of this Contract if any of the following events occur:
 - Withdrawal of a house by the Builder after the deadline of February 16, 2021.
 - The Builder fails the house 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 7, 2021.

- Default by the Builder:
 - Prior to the opening of the 2021 Parade of Homes (i.e. house fails the inspection) and shall result in the Builder forfeiting all fees, deposits and rights to participate in the Parade for 2021.
 - Prior to the opening of the 2021 Parade of Homes (i.e. marketing/advertising provisions) shall result in a fine of \$500.
 - At any time after the opening of the 2021 Parade of Homes shall result in the builder forfeiting applicable fees and deposits and may result in inability to participate in Parade of Homes 2021.
- Default by the Builder in two consecutive years shall result in suspension of the Builder from participation in 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 houses may be entered into Parade; however, the same model house 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 Parade Vendors in houses who have **paid** and been approved by the Association. Failure to comply will result in a \$250 fine.
- Only Parade Vendors who have **paid** and been approved by the Association will be eligible to have a promotional presence in the house(s) along the route. It is up to the Builder and Vendor to determine which house(s) vendors will be in. Failure to comply will result in a \$1500 fine (the cost of entry for vendor).
- **Builder agrees that if a house entered in 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 provided by a Parade Vendor and/or authorized by the Association. Failure to comply will result in a \$1500 fine (the cost of entry for vendor).
- 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 house and/or the house'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 Homes 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) House Entry Form filled out completely for each house (*must be done electronically*)
- 3) Applicable entry fees accompanying each entry (*paid by credit card online or by delivered check*)

Option to pay by credit card available.

Checks payable to: HBA|GBR

Mail to:
HBA|GBR
10518 Kentshire Ct.
Baton Rouge, LA 70810

Email: makinzie@hbagbr.org
Phone: 225.769.7696

ACKNOWLEDGEMENT

Date: _____

Entry Fees paid: \$ _____

Builder Name: _____

Builder Company: _____

BUILDER SIGNATURE

HBA|GBR STAFF SIGNATURE