

Madison County Home Builders Association

BUILDER ENTRY FORM

For participating in the 2020 Parade of Homes
Sponsored by Century 21

Please complete this Builder Entry Form (for each individual address) to enter a Parade Home in the 2020 Parade of Homes, an event owned and produced by the Madison County Home Builders Association, a Kentucky nonprofit corporation ("MCHBA").

This event is sponsored by Century 21, the only realty company that is also Associate Member of MCHBA. Century 21 has generously agreed to sponsor this event by paying \$350 towards any Builder Member Entry Fee (\$350).

A representative from Century 21 will conduct the Open House during the Parade of Homes**. In the event of withdrawal from the event, Builder will pay Century 21 \$350 within 30 days of notification to MCHBA of withdrawal.

Additional and updated information may be requested. Builder assumes sole responsibility for submitting correct, accurate, and up-to-date information regarding his/her entry. All entries are submitted subject to the approval of MCHBA and MCHBA hereby reserves the right to refuse any entry, at its sole discretion.

Builder Entry Forms and Applications will not be considered if not submitted in full!
Parade of Homes Dates and Times: September 26 & 27, 12 PM- 5 PM

Deadline for Entry Form Submission:

By August 27, 2020 you will need to submit the following items:

- ☐ Builder Entry Form
- ☐ Builder Entry Fee Deposit (with own realtor)
- ☐ Builder Write- up (optional)
- ☐ Company Logo
- ☐ Realtor Logo & Write- up (optional)
- ☐ Photo of Builder (optional)
- ☐ Scheduled walk through with Parade Committee
- ☐ Certificate of Liability Insurance
- ☐ Pick up signs

APPLICATION AND FEE:

- **Application to MCHBA by 8/27/2020;**
- **\$350 NON-REFUNDABLE entry with own realtor if received by 8/27/2020**

**** If a Builder Member chooses not to have a representative from Century 21 conduct the Open House, the Builder Member assumes responsibility of the entire Entry Fee (\$350), none of which is refundable, and must provide an alternative realtor to conduct the Open House. The Builder Member must also provide contact information for the alternative realtor and the realtor must agree to coordinate with the Parade of Homes Committee.**

Builder Information

Builder's Company Name _____

Builder's Name _____

Builder's Contact Name (if different than Builder) _____

Company Address _____

Phone _____

Mobile _____

Email _____

Please circle your response:

YES NO Century 21 will conduct Open House during Parade of Home
(Circle **NO** if using your own Realtor) ****If a Builder Member chooses not to have a representative from Century 21 conduct the Open House, the Builder Member assumes responsibility of the entire Entry Fee (\$350)**

If **NO**, Name of Realtor: _____

Contact Information (Phone Number, Email): _____

Does Builder currently carry and maintain the following insurance coverage?

Please circle your response:

Builder's Risk **YES NO**

Liability **YES NO**

Worker's Comp **YES NO**

Participation Information

Parade Home Address and unit #: _____

Directions to Parade Home (if difficult to find online): _____

Please list any areas of the home that may be off limits to the public or if plans to rope off any areas of the home are expected:

Attach the following information:

- Certificate of Liability Insurance (with language per agreement)
- Deposit (See schedule)
- **DIGITAL company marketing materials**

Madison County Home Builders Association
2020 PARADE OF HOMES BUILDER PARTICIPATION AGREEMENT

AGREEMENT entered into this _____ day of _____, 20____, by and between the, a Madison County Home Builders Association, a Kentucky nonprofit corporation ("MCHBA" or the "Association"), and _____ ("Builder")

RECITALS: A. The Association owns and produces an annual event in South Central Kentucky, known as the Parade of Homes (the "Parade"), for the purpose and displaying and promoting the work, products and services of its Builders and Associate Members.
B. The intent of the Parade from its inception has been, and shall continue to be, to display and promote the craftsmanship and professionalism of the local home building industry. Accordingly, all Parade homes should be constructed "on site" and, to the greatest extent possible, utilizing and incorporating local labor and materials.
C. The Association desires to have Builders participate in the 2020 Parade of Homes and Builders desires to enter a Parade home in the 2020 Parade of Homes.

In consideration of the mutual promises and covenants set forth herein, and agreeing to be legally bound, Association and Builder hereby agree to the following terms and conditions: Please initial by each below, showing your understanding and agreement to the following promises and covenants:

____ 1. **PARADE DATES & VIEWING HOURS** The dates of the 2020 Parade are as follows: September 26, & 27 2020. Only the home registered in the Parade of Homes built by the builder will be open during the Parade hours: Saturday—Sunday 12pm—5pm. Builder's Parade Home shall be open for public viewing, during all scheduled Parade hours, on each and every day of the 2020 Parade, with Century 21 or preapproved representative and support staff in attendance on the days and during the hours fixed by the Association, which times constitute the official hours of the Parade of Homes advertised to the general public.

____ 2. **CONSTRUCTION AND COMPLETION** Builder shall begin construction of Builder's Parade Home in sufficient time that it will be completed by September 1, 2020. Before September 1, 2020, the Builder agrees to meet with the parade inspection committee at the proposed Parade Home to check the progress of the home and determine if the home will be finished by September 1, 2020. No Homes completed prior to September 1, 2019 will be accepted for entry in the 2020 Parade.

____ 3. **MEMBERSHIP** Builder Member acknowledges that Builder Member is, and has been, a member of the Association, in good standing, prior to the date of execution of this Agreement.

____ 4. **ENTRY FEE** Builder agrees to pay the Association an entry fee as follows: Applications may not be considered if not submitted in full.

APPLICATION AND FEE:

- Application to MCHBA by 8/27/2020;
- \$350 NON-REFUNDABLE entry with own realtor if received by 8/27/2020

Builder agrees that all entry fees and any membership fees paid in advance shall be NON-REFUNDABLE and forfeited to the Association in the event of withdrawal/incompletion of construction. **In the event of withdrawal/incompletion of construction from the event, Builder will pay Century 21 \$350 within 30 days of notification to withdraw.**

____ 5. **ACCEPTANCE** The Association shall have a four (4) week period, from the application deadline, to accept or reject this application and within that time shall provide return of deposit and entry fee without any penalty or prejudice. The Association reserves the right to interview applicants prior to acceptance. The Association also reserves the right to limit the total number of homes in the Parade of Homes. The Association may, at its discretion, limit the number of entries to one (1) house per builder.

____ 6. **LOCATION OF PARADE HOME** Parade Home entries located within Madison County are preferred, however, the Association may, in its sole discretion, accept entries in the surrounding areas. The Association shall have the right to reject any Parade Home entry for any or no reason, including, without limitation, the following: location, logistical concerns, distance between Parade Home entries, multiple Parade Homes in a single subdivision, type of construction, architectural design, parking concerns, concerns with public and legal access, safety and liability issues, road conditions, or any other issues or concerns deemed significant by the Association.

____ 7. **CLEAN UP/ LANDSCAPING** Builder agrees to remove trash and building debris from the Parade Home building site periodically during the construction, and to clean the site for the purpose of advertising photography in August and September and prior to opening day. Builder agrees to install sod with shrubbery in the front of the property on which the Parade Home is located. Builder is encouraged to provide additional landscaping for aesthetic and marketing purposes.

____ 9. **SIGNS** Builder will place an official Parade of Homes sign on the front of the property. The official Parade of Home sign, as designed and required by the Association, may be displayed at the Parade Home location no sooner than 90 days prior

to Parade of Homes and construction of home must be substantially complete. The official Parade of Homes sign must be removed by December 31st of the calendar year in which the Parade Home was entered. The Association retains ownership of the signs that utilizes Parade of Homes Logo. There shall be no other exterior signs on the site during the Parade

____ 12. **DISPLAYS** Builder may use on-site displays for the purpose of displaying home models or construction cutaways, sub-contractor advertising, or services related to the home building industry. Displays that are not relevant to home construction are not permitted anywhere else in the Parade Home. The exhibitor's product or services must be related directly to the building industry, and the exhibitor must be a member, in good standing, of the Association. The Association reserves the right to adjust or remove any displays.

____ 16. **OCCUPANCY** Builder's Parade Home shall not be occupied by a buyer or tenant during the Parade. The Association shall not be responsible for any personal property items left in Builder's Parade Home or liable for any loss of such items. The Association must approve any exceptions to the occupancy provision.

____ 18. **REALTORS** This event is sponsored by Century 21, the only realty company that is also Associate Member of MCHBA. Century 21 has generously agreed to sponsor this event by paying \$350 towards any Builder Member Entry Fee (\$350). If a Builder Member chooses not to have a representative from Century 21 conduct the Open House, the Builder Member assumes responsibility of the entire Entry Fee (\$350), none of which is refundable, and must provide an alternative realtor to conduct the Open House. The Builder Member must also provide contact information for the alternative realtor and the realtor must agree to coordinate with the Parade of Homes Committee.

____ 19. **LIABILITY** Builder shall be solely responsible for insuring that Builder's Parade Home and site is maintained in a safe condition for entry by the general public at all times during the 2020 Parade. Builder agrees to protect, indemnify and hold harmless the Association and its Parade of Homes Committee, officers, directors, agents, employees, and volunteers from and against any loss claim, or damage caused to any person or property by any defect or dangerous condition in Builder's Parade Home or on Builder's site. In addition, Builder specifically agrees to defend, at Builder's sole expense, any claim or action covered by the aforesaid indemnity, which may be asserted or brought against any of the indemnified parties. **A certificate of liability insurance naming the Association as a 'ADDITONAL INSURED' during the Parade of Homes must be received by the Association no later than August 27, 2020.**

____ 20. **INSURANCE COVERAGE** Builder shall, at Builder's expense, carry and maintain in force throughout the last day of the Parade of Homes a Commercial General Liability policy with liability limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate. A Certificate of Liability Insurance, with a 30 day notice of cancellation provision, detailing the limits and the policy dates must be provided to the Association by August 27, 2020. Builder shall also, at Builder's expense, carry and maintain in force throughout the last day of the Parade of Homes adequate fire and casualty insurance on Builder's Parade Home, and upon any and all furnishings and personal property therein. A Certificate of Fire and Casualty Insurance, with a 30 day notice of cancellation provision, detailing the limits and the policy dates must be provided to the Association by August 27, 2020.

____ 22. **ADVERTISING** The Association agrees to provide, at the Association's expense and discretion, advertising media sufficient to successfully promote the 2020 Parade and any and all associated activities.

____ 23. **PARADE INFORMATION** The Association agrees, at the Association's expense and discretion, to produce a Parade of Homes Website Page with information for distribution to the general public during the event. The Parade of Homes Website Page may include home information like location (required), a floor plan (optional), and rendering or photo (optional), a recent picture of the Builder (optional), and a brief write-up highlighting Builder.

____ 24. **RULES AND REGULATIONS** Builder shall fully comply with all rules and regulations governing the 2020 Parade.

____ 25. **FUTURE PARTICIPATION** The Builder agrees that failure to comply with any part of this Agreement shall result in being declared ineligible to participate in future Parades by the Association for a period of two (2) years. If Builder's Parade Home is removed from the 2020 Parade due to violation of this Agreement or inability to complete Builder's Parade Home by the deadline set forth in this Agreement, the Builder's entry fee will be forfeited to the Association.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written below.

MCHBA (Madison County Home Builders Association): BUILDER:

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

(If BUILDER is a corporation or other legal entity, signer hereby represents and warrants that he/she is duly authorized to execute this agreement on behalf of such entity.)