



North Idaho Building Contractors Association, Inc.

1928 N. 4th Street, Coeur d'Alene, ID 83814

(208) 765.5518

Fax: 765.5519

Email: cassie@nibca.com

The Parade of Homes Show Contract

This Parade of Homes Show Contract (Contract) is made by and between the North Idaho Building Contractors Association, Inc. (NIBCA), and the undersigned Builder (Builder). WHEREAS, the NIBCA conducts its annual Parade of Homes Show (Parade) and the Builder desires to participate in the Parade; **NOW THEREFORE**, the parties agree as follows:

1. THE PARADE: The NIBCA shall organize, advertise and conduct the Parade through its representatives serving as the Parade of Homes Show Team (Parade Team). Dates of the Parade will take place as set by the Parade Team.

2. QUALIFICATIONS OF A PARTICIPATING PARADE OF HOMES SHOW BUILDER:

To qualify for entry in the Parade, the Builder must;

- (a) have NIBCA membership dues paid in full prior to the execution of the Parade of Homes contract,
- (b) supply proof of his/her Idaho Contractor Registration Number at the time registering, and
- (c) the Builder's NIBCA membership must remain current prior to and through the length of the Parade. Should the Builder's membership status change for any reason, the Builder and his/her Parade Home entry(s) shall be eliminated from the Parade. All paid fees related to the Parade shall be forfeited.

Change of Membership Status: NIBCA By Laws, Article V, Section 3:

Revocation or Suspension of NIBCA membership

- "...for failure to meet his/her financial obligations to the Association..."
- "...for conduct detrimental to this Association..."
- "...refusal to follow the written direction given by the Board of Directors."

3. ENTRY OF PARADE HOME: The Builder shall construct and enter the designated home (the Parade Home) in the Parade. The Builder shall make the Builder's Parade Home available for public tours during the Parade at the times designated by the NIBCA Board of Directors, acting through its Parade Team.

No substitution of building plans and/or rendering descriptions will be allowed after the date specified by the Parade Team.

A Builder may sell and close on their Parade Home, but may not allow occupancy until after the closing of the Parade. Should the Builder allow occupancy of the house prior to the closing of the Parade, all Parade-associated fees will be forfeited and the Builder disqualified from the current Parade.

A pre-existing home may be entered into the current year's parade if it meets with the following criteria:

- a. The home (s) has/have not been entered into a previous NIBCA affiliated/organized show
- b. The home (s) has/have never been occupied
- c. The model home (s) that served as the builder or his/her representative's office/location is vacant of all furnishings during rating day(s) (Ref. Section 11, Subsection I, page 3).

4. BUILDER'S AGENT: The Builder acknowledges and agrees to be bound by all representations, approvals, or other statements made on behalf of the Builder by the Builder's designated agent.

5. REGISTRATION FEES: To participate in the Parade, a Builder must pay the following non-refundable fees:

a. The total entry fee of **\$3,500.00** payable as follows:

- 1. The nonrefundable registration fee of **\$1000.00**. The Parade Team will set the last date to register.

Should the Parade entry be withdrawn due to unforeseen circumstances out of the Builder's control (i.e. failure in customer's financing, change of customer's desired builder on project, etc.) prior to the second installment of \$1,000.00 being due, the Builder may make a written request to the NIBCA Board of Directors that the NIBCA

hold his/her \$1000.00 registration fee with intent to apply the funds to the following year's Parade of Homes Show. With NIBCA Board approval, the registration fee of \$1000.00 shall be held in a designated account for a period of one year. If the Builder does not participate in the following year's Parade, said Builder shall forfeit the fee.

2. **SECOND INSTALLMENT:** A nonrefundable 2nd installment of \$1,000.00 is due on a date set by the Parade Team.

3. **THIRD INSTALLMENT:** A nonrefundable final installment of \$1,500.00 is due on a date specified by the Parade Team. If final payment is not received by the specified date, the Builder will be removed from the current Show and all paid fees forfeited.

6. **ADDITIONAL HOMES:** Additional homes may be entered into the Show for a fee of \$1,000.00 for each additional entry, payable by the date set by the Parade Team.

7. **EARLY BIRD REGISTRATION:** Early entries will be allowed up to the date as set by the Parade Team, with a discount registration fee of \$500.00. Non-refundable entry fee and if applicable, NIBCA Builder-Membership dues shall be paid in full at time of contract signing.

Late entry: I understand I may miss full advertising benefits and accept full responsibility for the timely submittal of all forms and required marketing information. Builder or Builder's Representative Initials: _____

8. **BUILDER MEETINGS:** A Builder participating in the Parade of Homes Show and/or the Builder's designated representative must attend the Builders' meeting(s). The Team will set the date, time and location of the meeting(s). Builders will be notified in advance of the meeting date(s), location and time.

9. **INSURANCE REQUIREMENTS:** The Builder shall maintain, throughout the term of the Parade, and at Builder's own expense, general liability insurance in the amount of \$1,000,000 property damage, and \$300,000-single-limit liability, for personal or bodily injuries. Such liability insurance to cover losses caused or incurred by Builder, Builder's servants, agents, employees, subcontractors, guests, business invitees, and other third parties. **The Builder shall deliver to the NIBCA a Certificate of Insurance evidencing this coverage at such time of registering as a participating Builder within the Parade.**

10. ADVERTISING

a. Neither the Builder nor his agent shall advertise the Parade entry during an open house for public viewing prior to the opening day of the current year's Show. The Builder is to notify his marketing agent or designated representative regarding the pre-parade advertising policy, as the Builder will be held responsible for any infraction of the set policy.

Infractions: Model homes and/or open houses, Internet, paper, TV and/or radio advertising stating the home as a Parade Home specific to the Show entry. Infractions of the pre-parade advertising policy will result in the Builder being ineligible for the current Parade.

b. The 'name' given to the Parade entry for magazine and advertising purposes may not include reference to a specific location or landmark which could cause identification of the home's location; i.e. a development's name, the street name where the home is located, a near by river, stream, mountain, prairie, meadow, etc.

c. In the instance that complimentary advertising is made available to the parade builder for his/her Parade entry, said advertising layout is to contain:

1. Primary recognition of the builder, the home, the Show dates, the Show sponsors and the NIBCA.
2. The builder may make reference that the home is for sale and reference to the selling agent with less impact than the above stated primary content of the ad.

d. During the dates of the Parade, the Builder may advertise the Builder's home as a Parade of Homes entry. The Builder may also advertise, at the Show Home, past, present and future projects that are solely related to the Builder.

11. GENERAL RULES AND REGULATIONS GOVERNING PARTICIPATION IN THE PARADE:

- a. All Parade-related deadlines as set by the Parade Team must be adhered to.
- b. If the Builder states a designated agent, the Builder is bound by the representation, approval, and acceptance of

- his designated agent.
- c. All plans, maps, logos, and articles describing the Parade Home must be received by the NIBCA on or before the date specified by the Parade Team. **The required information includes, but is not limited to the Parade Home's front elevation color rendering and floor plan.** In the event that any of the required information does not reach the NIBCA by the stated date, the NIBCA will contract said work at the Builder's expense. If payment for said work is not received by the stated date, the Builder forfeits all fees and he/she will be disqualified from the Parade.
 - d. If applicable for the current Show, the Builder must submit the Sales/Re-Sale Price & Home Replacement Cost (structure only) of the Parade Home entry on the date specified by the committee. **Altering of the Sales/Re-Sale Price & Home Replacement Cost dollar amounts will not be permitted after the date stated by the Parade Team.**
 - e. **PARADE PUBLICATION:** All information published in the Parade of Homes Magazine will be published in standardized form.
 1. Individual Builder's pages may be modified as long as the Magazine's uniformity is preserved.
 2. Such changes must be submitted to the committee for approval prior to the date specified.
 3. The Builders' page in the Magazine will be made available at the NIBCA office for proofing on the stated date. The Builder is responsible for all proofing.
 - f. Each Builder's Parade Home must be open on the Show dates. The Builder shall have an authorized individual present in the Show Home during all times that the Parade is open for public tours.
 - g. Homes are required to reach completion as defined by the date set by the committee.
 - h. **DEFINITION OF A COMPLETED HOME FOR "HOME REVIEW" BY PARADE TEAM:**
 1. **Finished Flooring:** All carpet, tile, hardwood and vinyl installed. All stair coverings installed.
 2. **Interior Trim:** All stair railings completed and installed. All interior trim completed and installed (base, casings, windowsills, aprons, etc.)
 3. **Electrical:** All appliances installed. All interior light fixtures installed and working. All smoke detectors installed. All doorbells installed. All exterior lights completed, installed and working. All garage doors completed, installed and working.
 4. **Plumbing:** All plumbing fixtures completed and installed.
 5. **Exterior:** All exterior siding completed and installed. **All exterior painting completed.** All exterior trim completed and installed. All exterior doors installed with locks. All masonry installed and completed including chimneys.
 6. **Concrete:** All walkways completed. All driveways completed. All patios completed. All curbs and driveways completed.
 7. **Decking:** All exterior decking, rails and stairs installed and completed.
 8. **Drywall:** All drywall installed and completed (tape, textured, painted, etc.).
 9. **Cabinets and counter tops:** All installed and completed.
 10. **Landscaping:** Front-view of Parade home to be landscaped, i.e. grass.
 - a. **Builder's Optional Landscaping items:** Trees, shrubs, fountains, etc. Written petitions requesting no landscaping must be submitted to the Parade of Homes Committee for review.
 - i. **FURNISHINGS:** At the Builder's discretion. Furnishing the Parade Home is to the Builder's benefit.
 - j. **INCOMPLETE HOMES:** If a Parade Home is not safe for public viewing on the day of the Parade Team's Home Review, the Builder must, to remain in the Parade, post a non-refundable \$1,000.00 bond to cover all expenses incurred by the NIBCA and/or the Parade Team in the event an advertising campaign is deemed necessary notifying the viewing public of the incomplete-status of the Parade Home. Such advertising is necessary if the Parade Home is not completed by the day prior to the Parade's opening date. ***The decision of the Parade Team Representatives will be final.***
 - k. **SIGNAGE:** The Builder is responsible for identifying the location for the official Parade of Homes Show sign signifying their home as a Parade entry per Parade Team location criteria. The Parade of Home's sign will not be placed on the outside structure of the home.
 - l. **HOME REVIEW CATEGORIES AND CRITERIA:** Rating categories, rating criteria, rating dates and times will be set by the Parade Team. ALL entries in the Parade will be reviewed unfurnished this day(s) and must be unlocked and available as specified by the Parade Team. If the Parade Home falls into a category in which no other homes are placed, the Home will not be reviewed or rated.
 - m. **ACCEPTABLE UNFINISHED ROOMS** the Parade Home are basements, bonus rooms and garages as long as they are deemed safe for public by the Parade Team.
 - n. **ANY VIOLATION OF THE RULES AND REGULATIONS** of this Contract will result in forfeiture of fees and loss of eligibility for Parade participation in the current year and/or for a designated length of time as determined by the NIBCA Board of Directors.
 - o. **ADMISSIONS:** Should an admission fee be charged to view the Parade Home, the Builder is responsible to work with the Parade Team for a convenient location for the collecting of the fee.

12.DAMAGE TO PARADE HOME: The NIBCA shall not be held responsible for any damage, casualty or loss, which may occur to the Builder's Parade Home, its contents, or any other property of the Builder. The Builder agrees that the security of the Builder's Parade Home is the sole responsibility of the Builder.

13.REJECTION OF THE CONTRACT: The Parade Team shall, with direction from the NIBCA Board of Directors, make void this contract, retain all fees paid by the Builder, remove the Builder and the Builder's Parade Home entry(s) from the Show and delete all related advertising if there is:

1. A change in NIBCA membership status per NIBCA By Laws Article V, Sec.3.
2. A failure to pay in-full all fees, according to the set schedule of payment dates.
3. An infraction of any item included this contract.

14 INDEMNIFICATION: The Builder shall Indemnify, hold harmless and defend the NIBCA from any and all claims, actions, damages or expenses which arise by reason of, or in connection with, his/her Parade Home, including but not limited to claims arising from the construction of, false advertising of or public viewing of the Parade Home.

15.BINDING EFFECT: This agreement shall be binding upon the successors and assigns, personal representatives, heirs, administrators, executors, legatees, and devisees of the parties hereto.

16.WAIVER: Any departure from the conditions and terms hereof, or any delay in the enforcement of the same by the parties hereto, shall not operate to waive or be a waiver of the rights of these parties to stand upon the strict letter or construction of this agreement or to require performance in accordance with the express terms set forth herein.

17.LEGALITIES: This contract is made and executed under the laws of the State of Idaho. In the event of any litigation between a Builder and the NIBCA, the legal venue shall be in Kootenai County, Idaho. If any party retains legal counsel to enforce any provisions hereunder, or if any party brings suit to enforce any provisions hereunder, the prevailing party shall be entitled to its reasonable costs and attorney fees. This contract constitutes the entire agreement between the NIBCA and the Builder. No modifications hereof shall be valid unless it is made in writing and signed by the NIBCA and the Builder.

I have read the Parade of Homes Show contract and do hereby accept and shall abide by all terms, all Show parameters and guidelines as stated within the Contract.

Parade Builder or Builder's Designated Agent

PLEASE PRINT

Date: _____

Builder's Company or DBA: _____

Idaho Contractor Registration Number: _____

Builder's Signature: _____

NIBCA

Acceptance on behalf of the North Idaho Building Contractors Association:

Cassie Worth
NIBCA Executive Officer

Date

Upon receipt of the required initialed page (page 2) and signed signature page of this contract (page 4), the NIBCA will provide a signature-complete copy to the Builder for his/her records.