



2010 Parade of Homes® Entry Form

Earlybird Entry Deadline: Monday, July 19, 2010 - Final Entry Deadline: Friday, August 6, 2010

Builder Information:

- 1. Builder Name (This is how you will be listed in the Parade of Homes® Guidebook - must be your membership name):**
 _____ **BLDR LICENSE #:** _____ (Attach Copy)
- 2. Contact Name (Person to contact with questions about entry):** _____
Phone Number: (Office) _____ **(Cell Phone):** _____
E-mail: _____
- 3. Company Website Address (H/MCBA will put a link to your website on your entry listing located on www.MadisonCountyParadeofHomes.com)**


- 4. Biographical Write-Up on Builder or Write-Up on Subdivision: (LIMITED TO 75 WORDS! Please attach a photo of the builder or Logo of subdivision)**

Entry Information:

- 5. Address of Entry:** _____
 City of Madison _____ City of Huntsville _____ Madison County _____ Other _____
- 6. Type of Home: (Townhome, Patio Home, Model Home, etc.) (Model Homes must be indicated as such)** _____
- 7. Name of Subdivision:** _____
- 8. Directions to Entry: (PLEASE BE SPECIFIC - Write out directions clearly and draw a map in the box located below. These directions will be used for the locator map and will be published with your entry.)**

- 9. Number of Directional Signs Needed: _____ (Max 5)**
- 10. Please attach a mini- floor plan & front elevation of the home. (8 1/2 " X 11 " size ONLY- DO NOT ATTACH FULL SIZE PLANS!)**
- 11. Price: \$_____ price ranges will not be accepted; however, you can include the word "approximately" with the price.**
- 12. Amenities: Room for 19 amenities - limit to 3 words per line. (i.e.: stainless steel appliances; carpet, vinyl, tile.) Please, no abbreviations! Print neatly or type.**

# of BEDROOMS: _____	_____	_____
# of BATHS: _____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



Draw Directional Map of Your Entry Here - if more space is needed, draw map on another page and attach to this entry form.

TERMS OF AGREEMENT - PLEASE READ, INITIAL WHERE APPROPRIATE & SIGN

- **Degree of Completion:** By Wednesday, **August 25, 2010** entry must be sheet rocked, easily accessible by consumer and yard rough graded. If these minimum requirements are not met, entry will be stamped "NOT COMPLETE" in the Parade of Homes® Guidebook to be published in *The Huntsville Times*.
- **Performance Criteria:** In the event the Home is not complete when the Parade of Homes® begins, the following performance criteria shall be adhered to:
 - All construction activity shall cease during the HOURS of the Parade of Homes®.
 - Construction debris and trash on the inside and outside shall be removed from the entry. On an unfinished entry, construction debris and trash shall be placed in a suitable container.
 - No portable toilets, roll-offs, or trash cans shall be allowed on site except for unfinished entries.
 - Entry to the home must be in such a manner to be safe to those touring the home. Porches, interior stairs and landings must have railings.
 - Any open floor areas in the home must be covered (i.e. floor register vents).
 - If power is on, all electrical outlets shall be covered or sealed.

(CONTINUED ON REVERSE)

- **Model Homes:** Model Homes qualify as Parade entries if they are designated as a "Model Home" in the description of the entry.
- **Home Eligibility:** Any newly constructed home can be entered in the Parade of Homes® regardless of whether or not it has been shown in a previous Parade of Homes® or Spring Tour of Homessm. Entries must never have been occupied.
- Initial ■ **Builder agrees to refrain from engaging in activities and or promotions of his entry/s which are deemed to be in competition and/or counterproductive to the Parade of Homes®, Spring Tour of Homessm, and Showcase Home events sponsored by the HMCBA for a period of twenty-one days prior to the beginning of and through the last day of named events.**
- Initial ■ **Public Viewing Hours:** All Parade entries must be open for public viewing with a representative during the following days and times: **October 2nd (Saturday) - 1pm-5pm; October 3rd (Sunday) - 1pm-5pm; October 9th (Saturday) - 1pm-5pm; October 10th (Sunday) - 1pm-5pm; October 11th (Monday) - 1pm-5pm**
- **Signage:** Appropriate yard signs and directional signs will be provided for all Parade entries. Deposits are required on all signs and will be held until after the Parade is over and signs returned. No other signs using the name "Parade of Homes®" are permitted.
Yard signs - one sign per entry @ \$150.00 deposit.
Directional signs - \$15.00 deposit per sign (maximum of 5 directional signs per entry).
- **Sign Pick-Up:** Signs must be picked up from the H/MCBA office on September 27th - 30th (Monday - Thursday) between the hours of 8:00 a.m. and 4:00 p.m. Parade of Homes® signs are the property of the H/MCBA. Upon conclusion of the Parade, signs must be returned to the H/MCBA office no later than Friday, October 15th. **Participant will forfeit deposit if not returned by that date.**
- Initial ■ **Change Clause:** In the event your entry sells prior to the Parade of Homes® and you wish to enter a substitution, **this will be allowed only if time permits with publication dates of the Parade of Homes® Guidebook.** There will be a \$100.00 change/substitution fee payable upon submission of the substitution. **No substitutions are permitted unless approved by the H/MCBA.**
 In the event you do not have a substitution and the buyer will not allow the home to be open during the Parade, the entry will still be included; however, it will be marked "Sold - Not Open For Viewing," **time permitting with publication deadlines.** This will allow the builder to receive recognition during the Parade of Homes®.
- **Insurance:** Builder shall purchase and maintain a general liability insurance policy insuring the Builder and naming the H/MCBA as an additional insured party during the Parade of Homes® (October 2 - 11, 2010). Builder shall provide the H/ MCBA with a certificate of insurance evidencing the existence of the aforementioned insurance policy. **Minimum coverage is \$300,000.00.**
- **Safety:** The Builder shall be solely responsible for making the site safe and secure for entry and use by the public and all other persons whose entry to the site is foreseeable. The Builder warrants and represents that the site will be safe and secure at all times during the Parade of Homessm so as to avoid or minimize the potential for bodily harm or property damage.
- **Relationship Between Parties:** Builder acknowledges that this agreement is with regard to the public display of the Home in cooperation with the H/MCBA and other participants. No joint venture, partnership or agency relationship whatsoever is established between Builder, H/MCBA and other participants. No joint venture, partnership or agency relationship whatsoever is established between Builder, H/MCBA and other participants in the Parade of Homes®. Neither Builder nor Builder's agents or employees shall make any representation on behalf of the H/MCBA or the Parade of Homes® Committee. Builder shall specifically not make any representation to any person or entity that entry of the Home in the Parade of Homes® represents any endorsement by the H/MCBA or the Parade of Homes® Committee as to the quality or fitness of the Home.
- **Builder Eligibility:** The Builder must be licensed either by the State of Alabama Homebuilders Licensure Board or the State of Alabama General Contractors Licensure Board.
- **Member Fees:** To qualify for the member fee, the Builder must be a Builder member of the Huntsville/Madison County Builders Association. Membership must be current through the month of October 2010.
- **Parade of Homes® Guidebook:** The Parade of Homes® Guidebook is published by The Huntsville Times. Information provided to the H/MCBA by the applicant is given directly to The Huntsville Times. The H/MCBA bears no responsibility or liability for the contents of the Guidebook.
- **Attendance:** The H/MCBA makes no guarantees for attendance.
- **Copyright Usage:** In consideration for the Home being placed in the Parade of Homes®, the undersigned Builder represents that: **1) He/She is the owner of; or, 2) Has the copyright to the design and plans thereto, or, 3) Has the permission from the copyright holder to use or reproduce the same.** Builder hereby indemnifies and holds harmless the Huntsville/ Madison County Builders Association, Inc. from any and all claims of third parties, including, but not limited to, copyright infringement or conversion, which may be asserted as a result of the inclusion of the house in the Parade of Homes® or the inclusion of drawings or floor plans of the house in any publication of H/MCBA publicizing or in conjunction with the Parade of Homes®.
- Initial ■ **Admission Fees:** Absolutely no admission fee will be charged to the public to view Parade of Homes®. **This includes any requests for charitable donations of any type unless approved by the HMCBA.** The Parade of Homes® is marketed as a free event to the public; therefore, any builder that charges visitors to view his home(s) is violating the Federal Trade Commission through false advertising.
- **Indemnity:** Builder hereby indemnifies and holds harmless H/MCBA, H/MCBA's agents, directors, officers, employees, Parade of Homes® or H/MCBA volunteers, committee members and chairpersons, and affiliates and all other participants in the Parade of Homes® from and against any and all claims, demands, suits, losses or other liability for or relating to injury or loss of life to persons or damage to or loss of property arising from Builder entry in the Parade of Homes® or from the conduct of Builder's business or from any work done, permitted or suffered by Builder in or about the site except for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the indemnified persons or indemnities specified herein. In the event that any action or proceeding shall be brought against any indemnified party by reason of such claim, Builder, upon notice from the indemnified party, shall defend such action or proceeding at Builder's sole cost and expense, by legal counsel approved by the indemnified party.
- **Warranties & Representation:** The Builder warrants and represents the following:
 * Builder is and will be properly licensed as a Builder by the State of Alabama from the date of execution of this Agreement until conclusion of the Parade of Homes®.
 * Builder has carefully and thoroughly read this Agreement and understands the terms of this Agreement.
 * Builder has the means and ability to comply with the terms of this Agreement including but not limited to the requisite personnel, license, permits, equipment and finances.
- Initial ■ **Authorization:** Builder authorizes the H/MCBA to use its name or any trade or assumed name and pictures of Parade entry in any advertising or publicity materials related to the Parade of Homes®.
- Initial ■ **Preparing Your Home for The Parade of Homes®:**
 a. Installed toilets, sinks and tubs should be clean.
 b. Yard should be rough graded to allow easy access.
 c. Any roll-offs or trash containers should be moved to the rear of the home.
- Initial ■ **Rules & Regulations:** As consideration of this application and agreement, if accepted, I, the undersigned applicant, agree to abide by the rules and regulations of the H/MCBA and the Parade of Homes® Committee. In the event of any misunderstandings of this agreement, I agree to accept the decisions of the Parade of Homes® Committee as final. **Failure to comply with any of the rules, regulations and or policies of this event will result in the Builder forfeiting any and all fees paid to participate (including entry fees and sign deposits), all signage removed from or directing to the entry/s, and notification in event advertising that the entry is not open for viewing.**
Additionally, the Parade of Homes® Committee (subject to Board approval) could levy any or all of the following penalties:
1. Unable to participate in future events;
2. Monetary fines;
3. Suspension and/or revocation of membership in the Huntsville/Madison County Builders Association.
Builder is responsible for adhering to all rules and regulations of the Parade of Homes®, all of which are incorporated into and made a part of this Agreement as if fully included herein, and also with such other rules and regulations for the event as shall be promulgated from time to time by the HMCBA. If this Agreement is signed by someone other than the Builder, Builder accepts responsibility for the actions of his/her representative.
- Initial ■ "Parade of Homes®" is a registered mark in the State of Alabama owned by the Home Builders Association of Alabama, Inc., The H/MCBA has licensed the use of the mark to advertise and promote local "parades of homes." To avoid infringement of this mark you and your real estate representative should refrain from using the term "Parade" in connection with home sales not connected with the H/MCBA Parade of Homes® or any other confusingly similar mark. Violations can result in fines, suspension and/or revocation of membership, and/or lawsuits for copyright infringement.

Builder or Authorized Representative: _____
 (please print)

Signature of Authorized Representative: _____ **Date:** _____



2010 Parade of Homes® Entry Payment Form

Please complete and attach this form with your Parade Entry Contract

ENTRY FEES:
Earlybird Entry Deadline
Monday, July 19, 2010
Fees: \$1,200.00 per entry-HMCBA Builder members

Final Entry Deadline
Friday, August 6, 2010
Fees: \$1,500.00 per entry-HMCBA Builder members

 *Non-Member Fee: Call H/MCBA Office for more information.

Completed Entry includes:
 * **Entry form-100 % completed**
 * **Front Elevation**
 * **Floor plans (8 1/2" by 11")**
 * **Copy of Builder's License**
 * **Picture of Builder (optional)**
 * **General Liability Insurance Certificate naming H/MCBA as additional insured for the dates October 2 - 11, 2010.**
 * **Entry Fee**

Payment Method:

Amount Enclosed: \$ _____ Paid by: _____ Check - Check # _____

_____ Cash _____ Visa _____ MasterCard

Card #: _____

Exp. date: ____/____/____ CVV code _____ (usually the last 3-4 numbers under the signature on the back of the card)

Cardholder Name (please print)

(Billing Address)

Signature
The signature above accepts total responsibility governing the use of this card and agrees to comply with the terms of the issuer.

Builder Name _____

Address of Entry(s) (for this payment form):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

No Entries Will Be Accepted After August 6, 2010. No Exceptions!