



**Disclaimer:**

The York Builders Association will follow all local, state, and federal guidelines regarding the COVID-19 pandemic. The Parade of Homes may be rescheduled, redeveloped or cancelled if determined necessary by the YBA.

## 2021 Parade of Homes Homeowner Agreement

**The Parade of Homes event will take place on:**

**Saturday and Sunday, September 11 & 12, 2020, from 10 a.m. – 5 p.m.**

We greatly appreciate you allowing your home to be in the Parade of Homes. Your home address will be published in the Parade Guide and on the yorkbuilders.com website. Your name will not be published.

### **The Undersigned Homeowner Agrees to:**

- Make the home available during the entire event and allow for any necessary time for set up and clean up. It is understood that the Parade of Homes is scheduled for Saturday and Sunday, September 11 & 12, from 10 a.m. – 5 p.m.
- Make every effort to present the project at its best during the weekend.
- Allow photographs and address to be used for publicity by the York Builders Association.
- Allow for the display of additional signage in the home during the event.
- By signing below, I/we hereby waive, release and fully discharge the York Builders Association, its officers, directors, employees and representatives, of and from any and all rights, claims, causes of action, accidents, injuries, damages or losses arising from my/our participating in the Parade of Homes and I/we hereby assume any and all risks resulting from such participation.

### **The Contractor Agrees to:**

- Maintain adequate staffing throughout the event's duration to ensure homeowner's security.
- Make every effort to protect the homeowner's property by sectioning off areas of the home that will not be shown, protecting carpet and landscaping, etc.
- Maintain adequate liability insurance during the entire tour. A Certificate of Insurance to the prescribed limits (a minimum of \$1,000,000) will be kept on file at the office of the York Builders Association.
- Clean up the premises at the conclusion of the Parade and remove all signage.

The undersigned builder/remodeler (hereinafter "Builder/Remodeler") and the York Builders Association (hereinafter "YBA"), intending to be legally bound, agree as follows:

The undersigned Builder/Remodeler (hereinafter "Builder/Remodeler") and the York Builders Association (hereinafter "YBA"), intending to be legally bound, agree as follows:

1. **REGISTRATION:** Builder/Remodeler hereby applies to the YBA in order to enter one or more single-family home(s) or townhome(s) (hereinafter collectively the "Homes"), or to enter one or more remodeled project(s), or to enter one or more new or remodeled commercial project(s), (hereinafter collectively the "Projects") in the 2021 Parade of Homes conducted by the Association (hereinafter the "Parade"). The registration form is made a part of this Contract.
2. **HOMES/PROJECTS THAT MAY BE ENTERED:** Only new homes, new commercial buildings, or remodeling projects may be entered into the 2021 Parade of Homes. Projects are to be substantial additions or interior remodeling such as: whole houses, bathrooms, game rooms, media rooms, bedrooms, family rooms, outdoor living spaces, etc. The project cannot be more than five years old and must be in good condition.
3. **OCCUPIED HOMES:** May be entered in the 2021 Parade of Homes only if they meet the following criteria: the occupant(s), the owner(s) and the builder release the Association from liability should theft, damage or injury occur at the Home; a Homeowner Participation Agreement must be properly executed and on file at the YBA. (See #4)
4. **HOMEOWNER PARTICIPATION AGREEMENT:** Remodeler participants and Occupied Home participants agree to return a signed Homeowner's Participation Agreement with the registration fee and agree to adhere to rules and regulations as stated within the Homeowner's Participation Agreement. This form will be sent to you for completion following registration.
5. **USE/OCCUPANCY:** A Use/Occupancy permit is the responsibility of the Builder/Remodeler.
6. **COMPLIANCE AND COMPLAINTS:** Builders/Remodelers shall conform to the Consumer Assurance Program (CAP) standards issued by the YBA and build a quality product. The Association reserves the right to reject any Parade entry without cause and refund all fees. The Association further reserves the right (for cause) to reject any Parade entry without refund. The Parade of Homes Committee will review any complaints or violations of this Contract. Determination of a violation by this Committee shall be final and binding upon the parties hereto.
7. **INSURANCE REQUIREMENT:** Builders/Remodelers, at their expense, shall obtain and maintain adequate general liability and builders risk insurance for each Home. Such policy shall afford protection with an occurrence limit of not less than One Million Dollars (\$1,000,000). The Builder/Remodeler shall name the York Builders Association as additional insured and shall deliver to the YBA a certificate of insurance evidencing said coverage before the event. Failure by the Builder/Remodeler to comply shall result in termination of this Contract without refund of the entry fee.
8. **LIABILITY:** Builder/Remodeler shall indemnify, defend and hold harmless the YBA from and against any and all claims and demands of loss whatsoever, caused to any person or property, arising directly or indirectly out of the business conducted in or about Homes/Projects or arising directly or indirectly from any act or omission of the Builder/Remodeler, its servants, its employees, or agents and from or against any and all cost, expenses (including reasonable attorney's fees) and liability incurred with any claim or proceeding brought thereon.
9. **REFUND POLICY:** All of the entry fee or any deposits paid towards the regular fee will be refunded if the Home/Project is withdrawn from the Parade on or before July 20, 2021. Homes/Projects may be

substituted if any Home/Project entered in the Parade is withdrawn prior to July 20, 2021. Advertising will not be guaranteed for Homes/Projects substituted after the July 20, 2021 deadline.

10. **DESIGN:** Builder/Remodeler represents that the Home/Project to be placed in the Parade is the result of an original design and that he/she is the sole owner of such design and has exclusive rights, including copyright, in and to the design as represented in the structure, plans, specifications and drawings for the Home. Builder/Remodeler further represents that he/she has not pledged, assigned or encumbered his/her rights to the design and that such design does not violate any copyright, property or common-law rights of others. Builder/Remodeler hereby indemnifies and holds harmless the YBA 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 Home/Project in the Parade or the inclusion of drawings or floor plans of the Home/Project in any publication of the YBA publicizing or in conjunction with the Parade.
11. **SPONSOR PROMOTIONAL LITERATURE AND RULES:** Builder/Remodeler agrees to prominently display the Parade Promotional & Sponsor's literature in the Parade Home/Project during Parade of Homes dates and hours. **The Builder/Remodeler may not advertise a mortgage provider other than our Presenting Sponsor, York Traditions Bank/Traditions Mortgage, during this event.** The Builder/Remodeler also agrees to enforce this rule and inform personnel serving as their Parade of Homes representatives.
12. **ADVERTISED SALE PRICE FOR NEW HOMES:** The advertised price should be the exact price it would cost to produce the same Home on a comparable lot and MUST include the Builder's retail cost of ANY and ALL amenities either donated or given at a discount by suppliers.
13. **PARADE HOME TOURING:** The entire New Home must be entirely open for public touring during all dates and hours of the Parade. Rooms may be roped off, but the public must have a full view of each room. Remodel Projects are only obligated to show the portion of the house which was remodeled. All other rooms may be closed off to the public. **Homes must be open from 10 a.m. – 5 p.m.**
14. **MARKETING PENALTY FEE FOR A WITHDRAWN HOME:** A Home/Project withdrawn from the Parade will not appear in the Parade marketing and the refund policy (#9 of this Contract) will apply. If a Home is withdrawn and, subsequently, still appears in the marketing, the Builder/Remodeler will be charged an additional fee to reflect the actual cost of the advertisement. The Builder/Remodeler will be obligated to pay for any additional expenses incurred to hang a sign on the site of the Home/Project indicating its withdrawal.
15. **PHOTOGRAPHY CLAUSE:** All Builders/Remodelers are required to supply high resolution, professional shot photography or elevations/renditions. If you cannot provide this photography or rendition, we have made a few inexpensive solutions available to you. Our requirements are a result of promotions we fulfill as part of the marketing campaign your business will benefit from when you enter your Home/Project into the Parade of Homes.
16. **HOME/PROJECT COMPLETION DATE:** is September 7, 2021.

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Homeowner Signature

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Date

