



# 2015 Parade of Homes Participation Agreement

This Participation agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Helena Building Industry Association (HBIA) 3180 Dredge Drive, Ste B, Helena MT 59602 and \_\_\_\_\_, Builder.

The purpose of this participation agreement is to memorialize the mutual understanding of HBIA and said Builder, and where applicable the Home Owner, for the showing of a house in the 2015 Parade of Homes.

1. The Builder agrees that the house entered in said Parade shall conform to the rules and regulations outlined in the Parade Guidelines established by the Parade of Homes Steering Committee for the 2015 Parade of Homes, a copy of which is attached hereto and made part of this agreement.

2. The Builder agrees to pay an entry fee of see schedule below;  
Register by 01-31-2015 Fee \$1,250.00 and \$1000 compliance deposit for a total of \$2,250  
Register by 04-01-2015 Fee \$1, 500.00 and \$1,000 compliance deposit for a total of \$2,500  
Register after 04-01-2015 Fee \$1,750.00 and \$1,000 compliance deposit for a total of \$2,750  
2<sup>nd</sup> Home Entry \$1,000.00

3. The HBIA agrees that all entry fees shall be used for the purpose of producing and promoting the Parade of Homes to ensure public attendance to the greatest extent possible. Any profits generated from the 2015 Parade of Homes production are to revert to the HBIA. All methods of the Parade of Homes promotion shall be determined by the Parade of Homes Steering Committee.

4. Builder agrees to have their house open for public showing during the published times of the Parade of Homes and shall be responsible for adequately staffing the house for public display. None of the Builder's employees, family, Builder's agents and their employees shall be eligible for any drawings for prizes which may be part of the overall Parade of Homes production. Builder agrees to cooperate with the HBIA, and shall be responsible for the selling and taking of tickets for entry in the Builder's house during the Parade of Homes dates.

5. The Builder agrees that the Parade of Homes Steering Committee shall have sole authority to determine whether or not the house is ready for exhibition in the 2015 Parade of Homes. Said committee, or its representative(s), shall visit each house entered in the Parade of Homes not less than thirty (30) calendar days prior to the opening of the Parade of Homes. Any builder, whose house will not be completed to the standards specified by the committee in time for the Parade of Homes, will forfeit their entry fee and will not be listed as an entry in the Parade of Homes. In addition, the builder will forfeit their deposit the same as a builder who withdraws their home and disqualified from participation in future Parade of Homes. Under extenuating circumstances that are not within the builder's control, the Parade of Homes Steering Committee may, at its discretion, choose not to fine nor disqualify a builder from future participation.

6. Each Builder will be required to submit to the Parade of Homes Steering Committee for its use, which may include publication:

- Floor Plan
- Square Footage for each floor
- Builder Story
- House Locator Map
- Acord certificate of liability insurance (see #8 below)
- List of suppliers and subcontractors

7. The undersigned Builder, and Homeowner, in the event the house has been sold prior to the Parade of Homes dates, agree to indemnify and hold harmless the Helena Building Industry Association, its Board of Directors, its agents and employees and the Parade of Homes Steering Committee from any claims, causes of action or judgments of any kind which may be made against any or all of them arising out of or relating to the undersigned's participation in the HBIA's 2015 Parade of Homes. This indemnification agreement includes, without limitation, claims for bodily injury, death, damage or loss of personal property, breach of warranty, breach of contract, or from any financial loss sustained by participation in the 2015 Parade of Homes and claims arising out of the acts of subcontractors or agents of any profession employed by the Builder.

8. In addition, Builders and owners, if different, agree to name Helena Building Industry Association, as an additional named insured on their liability insurance policies. Builder and owners will provide a Standard Acord Certificate of Liability insurance indicating such addition. The minimum limit of liability is \$500,000 per occurrence, \$1,000,000 annual aggregate.

9. Builder and Home Owner agree that the entirety of Helena Building Industry Association's obligations to Builder and Homeowner are as expressly set forth herein and within the Parade Guidelines as incorporated. Builder and Homeowner further agree that neither HBIA its officers, agents or assigns are responsible for or obligated to Builder or Home Owner as relates to any discounts, consideration, or other economic expectation anticipated or implied from participation in the Parade. By entering into this Agreement, Builder and Home Owner agree to waive any such claims, whether accruing now or in the future.

The address of the house entered in the 2015 Parade of Homes is:

\_\_\_\_\_

(Print house address)

Signed this day of \_\_\_\_\_, 2015

X \_\_\_\_\_  
Builder Company Name and Builder Company Owner or Officer (printed)

X \_\_\_\_\_  
Builder Signature

X \_\_\_\_\_  
Homeowner Name (printed)

X \_\_\_\_\_  
Homeowner Signature

**WITNESS:**

\_\_\_\_\_ (Date) \_\_\_\_\_  
Name

\_\_\_\_\_ (Date) \_\_\_\_\_  
Name