

NWHBA PARADE BUILDER CONTRACT

Builder Model/Spec Home

The PURPOSE of this Contract is to establish a relationship between the Builder participant as identified below and the Northern Wasatch Home Builders Association (NWHBA) under which THE Homebuilders may participate in the 2010 NWHBA Parade sponsored by the Northern Wasatch Home Builders Association. This contract sets forth the terms and conditions of that relationship.

I IDENTIFICATION OF PARTIES

1.1 Parties:

Northern Wasatch Home Builders Association, a Utah not-for-profit corporation hereinafter referred to as "THE ASSOCIATION," and _____, a contractor licensed by the state of Utah and a member of the Association hereinafter referred to as "THE HOMEBUILDER."

1.2 Location of Parade Home:

The home will be constructed at the following address _____ or more particularly described as LOT _____, of _____ Subdivision, located within _____ County, Utah.

1.3 Mailing Address of Parties:

The Association: 5728 S 1475 E Suite 100, South Ogden, UT 84403

THE HOMEBUILDER _____

1.4 County of Execution:

_____ County, State of Utah

II SPECIFIC CONDITIONS

The parties hereto shall participate in the 2010 NWHBA Parade of Homes, an annual exhibit of new homes, constructed by Builders, in Weber, Morgan, Davis, and Box Elder Counties, conducted by the ASSOCIATION, and agree to the following:

2.1 HOMEBUILDER Requirements. Participation in the 2010 Parade of Homes will be limited to contractors licensed by the State of Utah. HOMEBUILDER agrees that the construction of the Parade Home shall be in accordance with the standards and requirements of all applicable Federal, State and Local governmental laws, ordinances and regulations. Construction of the Parade Home shall also be in accordance with local standards generally accepted for quality construction, positively reflecting the values of the members of the ASSOCIATION.

2.2 Advertising and Promotion. The ASSOCIATION shall be solely responsible to conduct advertising and promotional activities for the Parade in any manner and style that it deems appropriate, including but not limited to, a Parade Brochure, which includes a photo/representation of the home built by the HOMEBUILDER, home attributes and Builder information.

2.3 Site Improvements. The HOMEBUILDER agrees to furnish all necessary improvements required by the ASSOCIATION. Such improvements include landscaping of the front yard with Builder OPTION to landscape side and back yards. Hydro seeding is prohibited in any or all such areas. Non-landscaped side and back yards must be groomed and be free of all construction materials at all times during the Parade of Homes.

2.4 Interior Requirements. HOMEBUILDER has the OPTION to furnish and fully decorate the home's interior. Decorating must be in a manner that the ASSOCIATION deems appropriate. All such improvements are to be completed by **12:00 Noon, on the 24th day of June, 2010.** Improvements will be verified by representatives of the ASSOCIATION. HOMEBUILDER agrees to allow access to the home by such representatives. The plans and specifications submitted to the ASSOCIATION, by the HOMEBUILDER, will be used to establish completeness of HOMEBUILDER requirements.

2.5 Entry Fees and Form Deadlines. NWHBA member HOMEBUILDER shall pay an entrance fee of \$2500.00 and non members shall pay an entrance fee of \$3500.00 to participate in the 2010 Parade of Homes. **A non refundable Contract Deposit/Pre-Penalty fee is due with the signed contract.** Both parties acknowledge there will be no refund of this fee. In the event that a HOMEBUILDER, who has been accepted in the 2010 Parade of Homes, cannot complete his contractual obligations, or the home is sold, and wishes to withdraw his

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participation prior to June 1, 2010, the ASSOCIATION will allow a refund of 50% of the Entry Fee. **Entry Fees are not refundable after June 1, 2010.**

		NWHBA Parade Contract Deadlines			
		Dec.1, 2009- Jan. 31, 2010	Feb. 1, 2010- Feb. 28, 2010	Mar.1, 2010- Mar. 30, 2010	Apr. 1, 2010- Apr. 30, 2010
NWHBA MEMBER	**Contract Deposit	\$500.00	\$600.00	\$700.00	\$800.00
	Balance Due April 15	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
	Total Entry Fee*	\$3,000.00	\$3,100.00	\$3,200.00	\$3,300.00
NON-MEMBER	Contract Deposit	\$500.00	\$600.00	\$700.00	\$800.00
	Balance Due April 15	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
	Total Entry Fee*	\$4,000.00	\$4,100.00	\$4,200.00	\$4,300.00
<p>**The Contract/Pre-Penalty Deposit is due at the time of application. Upon completion of each assessed deadline, the penalty increment will be returned within 5 working days. (See Deadlines and Penalty Fee schedule below)</p>					

Furthermore, if the HOMEBUILDER does not meet the completion deadlines, the ASSOCIATION will assess penalties as follows and may not accept applications from HOMEBUILDER for future Parade participation.

Deadlines and Penalty Fee Schedule

1. Builders profile A: **April 15, 2010 (late fee \$100.00)**
2. Final: Home is complete, including all construction, cleaning, landscaping and decoration. **12:00 Noon, June 24, 2010. (Late fee \$300.00)**
3. Return of all Association supplied materials to include all components of the Parade home sign and all directional signs: **July 14th, 2010. (Late fee \$100.00)**
4. Changes to these dates and times may be determined by the ASSOCIATION to comply with the Parade of Homes magazine publishing deadlines. Any changes to these dates and times will be incorporated into this agreement

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2.6 Effective Dates. The effective date of this Contract shall be the date of execution and shall continue until July 31, 2010.

2.7 Parade Schedule. The NWHBA 2010 Parade of Homes will begin with VIP ceremony scheduled for the **24th day of June, 2010.** **The Parade will open to the public on June 25th, and continue to be open through July 11, 2010.** **The hours of operation are: Monday, Thursday, Friday, 2:00 to 9:00 pm., Saturday, 10:00 am to 9:00 pm and Sunday, 1:00 to 7:00 pm. The Parade will close on Tuesdays and Wednesdays.** Changes to these dates and times may be determined by the ASSOCIATION and the conclusion will be incorporated into this agreement.

2.8 Completion Requirements. The HOMEBUILDER agrees to have all necessary improvements, including all interior requirements, completed by **12:00 Noon, on the 24th day June, 2010.** If the HOMEBUILDER does not meet all completion requirements as stipulated by this agreement, said parade home will be immediately removed from parade participation and **HOMEBUILDER will be assessed a \$300.00 penalty and may be denied participation in future NWHBA Parades.**

2.9 Admission. **The HOMEBUILDER agrees to limit access of unauthorized person(s) not in possession of valid ticket(s), to the Parade Home and further agrees to cooperate with the ASSOCIATION regarding collection of tickets at the Home Show site, and such representatives hired to do so. The HOMEBUILDER acknowledges that the ASSOCIATION has the sole right to ticket sale proceeds.**

2.10 Personnel. The HOMEBUILDER shall provide any security necessary for the Parade Home, and appropriate Personnel during all Parade hours of operation, to provide information, whether technical or otherwise, to the public in attendance. **The ASSOCIATION agrees to provide the personnel responsible for ticket sales and verification at the Parade Home.**

2.11 Garage Booths. The ASSOCIATION shall be solely responsible to rent booth space in each Parade Home garage. Such space will be made available by the HOMEBUILDER to any such Exhibitor by **12:00 Noon, on the 24th day of June, 2010.** All such displays and exhibitors will be maintained through the Parade entirety. Any specific HOMEBUILDER suppliers or subcontractors desiring to display exhibits will be required to reserve that garage space by the May 1, 2010. After which time, the ASSOCIATION will rent remaining spaces in a manner deemed appropriate. The Fee to rent garage booth space will be \$600 for members of the NWHBA and \$800 for nonmembers. All exhibitors will be limited to the garage only. Any Exhibitors demonstrating products inside the parade home will be charged an exhibitor garage fee.

2.12 Right of Entry & Access. The HOMEBUILDER acknowledges that the ASSOCIATION and its agents shall, at all times during construction, have the right of entry and free access to the parade home and the right to inspect all work in process or completed.

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2.10 Homeowner/ Third Party Terms. In the event that the Parade Home is sold following entry into the Parade or is under contract by a third party, and desires to present the home in the Parade, the HOMEBUILDER and Homeowner agree to provisions of this contract. The HOMEBUILDER and the Homeowner acknowledge that the Parade Home cannot be occupied in any manner, by the Homeowner, until the conclusion of the Parade. The HOMEBUILDER and the Homeowner also agree that it is in the best interest of all parties to limit the Homeowner access to the Parade Home during Parade hours of operation.

2.11 Recognition. Each HOMEBUILDER shall receive a participation award for the 2010 Parade of Homes. The HOMEBUILDER also agrees to reserve a section of their personal garage space to display NWHBA member subcontractor and/or supplier information. Such information will be limited to garage displays only and will not be allowed throughout the parade home interior.

2.12 Signage. HOMEBUILDER acknowledges that only official ASSOCIATION signage will be allowed in the front or rear yard of the Parade Home. The ASSOCIATION will provide official directional, exterior, and interior signage, which the HOMEBUILDER will be responsible for the placement and collection thereof.

2.13 Insurance. HOMEBUILDER shall provide certificate of insurance, listing NWHBA and Property Owner or Developer as additional names insured, with combined single limits of no less than \$500,000 for personal or property losses. HOMEBUILDER shall provide evidence of the required statutory limits for Worker's Compensation insurance no less than required by state law to cover their potential liabilities arising out of any Parade exposure.

2.14 Indemnification. HOMEBUILDER and the ASSOCIATION, and agents thereof, shall indemnify and hold each harmless from and against any and all losses, costs, damages, expenses and liabilities (including attorney's fees), incurred in connection with claims for damages as a result of injury to or death of any person or damage to any property associated with The Parade and caused by or contributed to by the negligence of such party or its partners, agents, members assigns, contractors and subcontractors provided, however, each party shall be solely responsible for its own criminal acts and if such acts are imputed to the other, indemnification shall be provided including claims for attorney's fees.

2.15 Parade Materials. The HOMEBUILDER shall be responsible to return all parade materials to the NWHBA office not later than July 14, 2010.

III STANDARD PROVISIONS

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HOMEBUILDER Initials _____

3.1 Applicable Law: The contract shall be subject to and governed by the laws of the State of Utah, regardless of the fact that one or more of the parties now is or may become a resident of a different state.

3.2 Consideration: For and in consideration of the promises exchanged by the parties thereto and for other valuable consideration, the parties enter into the contract in accordance with the terms therein and herein set forth.

3.3 Counterparts: The contract may be executed in one or more counterparts all of which taken together shall constitute one instrument.

3.4 Entire Agreement: The terms of the contract and this document constitute the entire agreement between the parties, and the parties represent that there are no collateral agreements or side agreements not otherwise provided for within the terms of the contract.

3.5 Execution of Documents: The parties agree to execute all documents that may be necessary to carry out the intent and purposes of the contract.

3.6 Fair Notice of Default: The parties are desirous of giving one another fair notice of any default before sanctions are imposed. In the event of an act of default with respect to any provision of the contract, neither party may institute legal action with respect to such default without first complying with the following conditions:

(a) Notice of such event of default must be in writing and mailed to the other party by U.S. certified mail, return receipt requested.

(b) Such written shall set forth the nature of the alleged default in the performance of the terms of the contract and shall designate the specific paragraph(s) thereof which relate to the alleged act of default.

(c) Such notice shall also contain a reasonably understandable description of the action to be taken or performed by the other party to cure the alleged default and the date by which the default must be remedied, which date may not be fewer than ten business days from the date of mailing the notice of default.

3.7 Good Faith - Attorney's Fees & Costs: The parties desire that each raise only good faith disputes for arbitration and litigation. To discourage the bringing of such proceedings without a good faith reason, this provision is enacted. If either party fails to comply with any of the provisions of the contract and the other party takes action to enforce such provisions or to enforce any payment stipulated in the contract, the losing party will pay to the prevailing party reasonable costs and expenses, including attorney's fees and the value of time lost by the prevailing party or any of his employees in preparation for or participating in any arbitration or litigation in connection therewith as determined by the court or arbitrator. All lawsuits under the contract, unless otherwise specified, shall be filed in the county where the contract was executed.

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3.8 Interest: If, by reason of any default or act of one party under the contract, it is determined by agreement, arbitration or litigation that the party owes another any sum of money, then interest shall accrue on that sum at the maximum rate of interest allowed by law from the date the sum was first due until paid.

3.9 Interpretation: Whenever any word is used in the contract in the masculine gender, it shall also be constructed as being used in the feminine or neutral gender and singular usage shall include the plural and vice versa, all as the context shall require.

3.10 Paragraph Headings: The marginal headings of the paragraphs of the contract and this document are for the convenience only, and are not to be considered a part of the contract or used in determining its content or context.

3.11 Modification or Amendment: Any modification or amendment of the contract shall be in writing and shall be executed by all parties.

3.12 Notices and Communications: Copies of all notices and communications concerning the contract shall be mailed to the parties at the addresses written in the contract, and any other change of address shall be communicated to the other party in writing. Any document which may adversely affect the rights of any party to the contract shall be dispatched by certified mail, return receipt requested. For all documents mailed to persons in the continental United States, the time period on all notices shall begin running on the day following the date the document is postmarked. For documents mailed to persons outside the continental United States, the time period shall begin running on the date the document is received by the other party.

3.13 Partial Invalidity: If any provision of the contract is held to be invalid or unenforceable, all the remaining provisions shall nevertheless continue in full force and effect.

3.14 Secession of Benefits: The provisions of the contract shall insure to the benefit of and be binding upon the parties thereto, their heirs, executors, administrators and permitted assignees.

3.15 Waiver: Any waiver by any party of a breach of any provision of the contract shall not operate as or be construed as a waiver of any subsequent breach thereof.

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IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first appearing above.

NORTHERN WASATCH
HOME BUILDERS ASSOCIATION

_____	_____
(Signature)	(Signature)
_____	_____
(Print Name)	(Print Name)
_____	_____
(Title)	(Title)

In the event that the Parade Home is under contract by a third party, the Home Owner hereby certifies that he/she has read the contract and agrees to all the conditions thereof.

HOME OWNER: _____ Date: _____

WITNESS: _____ Date: _____

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2010 Parade Builder Penalties and Profiles Model/Spec Home

If the following deadlines are not met, the following penalties will be charged.

Penalties must be paid prior to the Parade opening date.

IT IS VERY IMPORTANT TO MEET THESE DEADLINES to ensure the completion of your rendering and the Parade magazine. A credit card number will be required with Profile A for penalty billing purposes.

Deadline:

Fines:

1. Application and Fee (As per contract: section 2.5)
2. Profile (A) with April 15, 2010 \$100
3. Home Completed & June 25, 2010 \$300
ready to show (By 5 PM)
4. Home must be open June 26 - July 11
the entire duration of (Closed each Tuesday and
Wednesday) the show.
5. All signs and materials July 14, 2010 \$100
(returned to office) (between 10:00 - 3:00)

Other Deadlines:

Garage Reservations: May 1st

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PARADE BUILDER PROFILE A
Due April 15, 2010

Please complete the following builder profile information for the 2010 Parade of Homes. **It is essential that we receive this information to prepare the Parade magazine.** Each builder will have an opportunity to review his profile before the magazine is printed.

1. Name of company and builder as you want it **listed in the Parade Magazine:**

Company _____

Builder(s) _____

Phone # _____ Fax# _____ Cell # _____

EMAIL: _____ Website: _____

2. **Professional color photo of builder** (Must be a digital file (preferred) or an actual color photo) Email to curt@nwhba.net or mail to the NWHBA office.

Use previous years Parade picture: _____ year?
(NOTE: The photo will appear in the Parade Magazine)

3. Provide up to 10 bullet point phrases about your company.
(Example) * Building Custom Homes for 20 years

4. Parade Home Name: _____

5. Parade Home Address: _____

6. Subdivision Name & Lot #: _____

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7. Home information:

Main level Sq. ft: _____

Upstairs Sq. ft: _____

Basement Sq. ft: _____

Total Sq ft: = _____

Number of bedrooms: _____

Number of bathrooms: _____

Garage size (2 car, etc): _____

Base Price w/o or with Lot & Landscaping \$_____

Is the home available? _____

Interior Decorator (OPTIONAL: member only)_____

Architect (member only)_____

8. Provide up to 10 bullet point phrases about your home.
Note: these can cover amenities, marketing point's etc.

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9. The best directions to your Parade home from HWY. 89 or I-15.

It is essential that we receive this information to prepare the Parade magazine.

Each builder will have an opportunity to review his profile before the magazine is printed. Photos will not be returned unless specified.

Builder Signature

Date

Received By: NWHBA

Date

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HOMEBUILDER Initials _____