

# NWHBA PARADE BUILDER CONTRACT

## Builder Model Home

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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 2012 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 2012 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 2012 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 full landscaping of the front, side and back yard of the home. Hydro seeding is prohibited in any or all such areas.

2.4 Interior Requirements. HOMEBUILDER agrees 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 21st day of June, 2012. Improvements will be verified by representatives of the ASSOCIATION. HOMEBUILDER agrees to allow access to the home by such representatives.

2.5 Entry Fees and Form Deadlines. NWHBA member HOMEBUILDER, holding membership for two or more consecutive years, shall pay an entrance fee of \$3000.00. NWHBA member HOMEBUILDER, with less than two or more consecutive membership years, shall pay an entrance fee of \$3500.00. Non-members shall pay an entrance fee of \$5500 to participate in the 2012 Parade of Homes. Entrance fees are due no later than April 15, 2012.

**A non-refundable Contract Deposit/Pre-Penalty fee is due with the signed contract as specified below. Both parties acknowledge there will be no refund of this fee. In the**

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event that a **HOMEBUILDER**, who has been accepted in the **2012 Parade of Homes**, cannot complete his/her contractual obligations and wishes to withdraw their participation, the **ASSOCIATION** will not refund the entry fee or any portion thereof.

		<b>NWHBA Parade Contract Deadlines</b>			
<b>Fee Deadline Dates</b>		Dec.1, 2012- Jan. 31, 2012	Feb. 1, 2012- Feb. 29, 2012	Mar.1, 2012- Mar. 30, 2012	Apr. 2, 2012- Apr. 13, 2012
<b>NWHBA MEMBER</b>	<b>Contract Deposit</b>	\$500.00	\$600.00	\$700.00	\$800.00
<b>NON-MEMBER</b>	<b>Contract Deposit</b>	\$500.00	\$600.00	\$700.00	\$800.00
<p><b>**The Contract/Pre-Penalty Deposit is due at the time of application. Upon completion of each deadline, the penalty increments will be returned on May 1, 2012 and July 13, 2012. (See Deadlines and Penalty Fee schedule below)</b></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, 2012 (late fee \$100.00)**
2. Final: Home is complete, including all construction, cleaning, landscaping and decorationí í í í í í í í í í í í ..**12:00 Noon, June 21, 2012. (Late fee \$300.00)**
3. Return of all Association supplied materials to include all components of the Parade home sign and all directional signsí í í í í í ...**July 13<sup>th</sup>, 2012. (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

**NOTE:** 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.

2.6 Effective Dates. The effective date of this Contract shall be the date of execution and shall continue until July 31, 2012.

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2.7 Parade Schedule. The NWHBA 2012 Parade of Homes will begin with VIP ceremony scheduled for the **21st day of June, 2012.** The Parade will open to the public on **June 22nd, and continue to be open through July 8, 2012.** The hours of operation are: **Monday, Thursday, Friday, 2:00 to 9:00 pm., Saturday, 10:00 am to 9:00 pm and Sunday, 2:00 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 21st day** June, 2012. 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. **As such, any unauthorized entries permitted by the homebuilder or its representatives will be debited from any remaining penalty fee with the balance being invoiced to the builder.** The Homebuilder will receive four reusable VISITOR badges for use with follow up/existing clients.

2.10 Personnel. The HOMEBUILDER shall provide any security necessary for the Parade Home, and **is required** to provide 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 ticket verification only and is not on the premises to represent the home or the HOMEBUILDER. A HOMEBUILDER representative is required to be on the premises at all times during Parade hours of operation.**

2.11 Garage Booths. The ASSOCIATION shall be solely responsible to rent booth space, if such space is available due to Model Home working offices, in each Parade Home garage. Such space will be made available by the HOMEBUILDER to any such Exhibitor by **12:00 Noon, on the 21st day of June, 2012.** 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 April 13, 2012. After which time, the ASSOCIATION will rent remaining spaces in a manner deemed appropriate. All exhibitors will be limited to the garage only. Parade Homebuilder Garage Booths are for the specific homebuilder's company display only. Any and all subcontractors, suppliers, and associated services associated with the Parade home who wish to display with the homebuilder are required to pay the prescribed Booth Entry Fee. Model Home garage booth space fees are: \$300.00 for NWHBA members and \$600.00 for non-members.

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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.

2.13 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.

2.14 Recognition. Each HOMEBUILDER shall receive a participation award for the 2012 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.

2.15 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.

2.16 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.

2.18 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.

2.19 Parade Materials. The HOMEBUILDER shall be responsible to return all parade materials to the NWHBA office not later than July 13, 2012.

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### III STANDARD PROVISIONS

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

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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.

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

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(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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## **2012 Parade Builder Penalties and Profiles Model Home**

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

**IT IS VERY IMPORTANT TO MEET THESE DEADLINES.**

	<b>Deadline:</b>	<b>Penalties:</b>
1. Application and Fee	(As per contract: section 2.5)	
2. Profile (A) with	April 15, 2012	\$100
3. Home Completed & ready to show	June 21, 2012 (By 5 PM)	\$300
4. Home must be open for the duration of the show.	June 22 ó July 18 (Closed each Tuesday and Wednesday)	
5. All signs and materials (returned to office)	July 13, 2012 (between 10:00 ó 3:00)	\$100

Other Deadlines: Builder Preference Garage Reservations: May 1<sup>st</sup>.

# MODEL HOME ENTRY PROFILE A Due April 1, 2012

Please complete the following builder profile information for the 2012 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 \_\_\_\_\_ Web Address \_\_\_\_\_

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

Use previous years Parade picture (if available) \_\_\_\_\_ year?

(NOTE: The photo will appear in the Parade Magazine)

3. Provide us with no more than 10 short and concise phrases about your Parade home and your company on a separate sheet. The phrases will be bullet points and listed along with the other home facts you have given us.

(Example) \* **Ex. 1.** Building Custom Homes for 20 years. **Ex. 2.** Gorgeous contemporary cabinets throughout

4. Parade Home Name: \_\_\_\_\_

5. Parade Home Address: \_\_\_\_\_

6. Subdivision Name & Lot #: \_\_\_\_\_

7. Home information:

Number of Bedrooms: \_\_\_\_\_

Number of Baths \_\_\_\_\_

Main Floor Sq. Footage: \_\_\_\_\_

Upper Floor Sq Footage: \_\_\_\_\_

Basement Sq Footage: \_\_\_\_\_

Total Sq Footage: \_\_\_\_\_

Garage size (2 car, etc): \_\_\_\_\_

Base Price: Specify with or w/o Lot & Landscaping \$ \_\_\_\_\_

Is the home available? \_\_\_\_\_

Interior Decorator (OPTIONAL: member only) \_\_\_\_\_

Architect (member only) \_\_\_\_\_

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

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9. Will your home have garage space available for Exhibitors: \_\_\_Yes \_\_\_No

If home has Exhibitor space available, please provide a copy of your home plan. We only require the page showing the floor with garage. We do not need your entire floor plan.

**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