
NWHBA PARADE BUILDER CONTRACT

Traditional Parade 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 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 _____ City in _____ 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 schematic drawing or representation of the home built by the HOMEBUILDER. The ASSOCIATION agrees to include a listing of the subcontractors and suppliers participating in the construction of the home, so long as the participants are current members of the ASSOCIATION, and the information is submitted and verified by the builder in accordance with the schedule provided hereafter in section 2.5.4 Profile C.

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 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 throughout the construction process. 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, holding membership for two or more consecutive years, shall pay an entrance fee of \$4000.00. NWHBA member HOMEBUILDER, with less than two or more consecutive membership years, shall pay an entrance fee of \$4500.00. Non-members shall pay an entrance fee of \$6000 to participate in the 2012 Parade of Homes. Entrance fees are due no later than April 15, 2012.

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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 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.

		NWHBA Parade Contract Deadlines			
Fee Deadline Dates		Dec.1, 2011- Jan. 31, 2012	Feb. 1, 2012- Feb. 29, 2012	Mar.1, 2012- Mar. 30, 2012	Apr. 2, 2012- Apr. 13, 2012
NWHBA MEMBER	Contract Deposit	\$1,000.00	\$1,100.00	\$1,200.00	\$1,300.00
NON-MEMBER	Contract Deposit	\$1,000.00	\$1,100.00	\$1,200.00	\$1,300.00
<p>**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)</p>					

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

Deadlines and Penalty Fee Schedule

1. Submission of two sets of floor plans: **March 15, 2012 (late fee \$100)**
(Floor plans for each floor and front and side elevations)
2. Builders profile A: **March 1, 2012 (late fee \$100)**
3. Builders profile B: **March 15, 2012 (late fee \$100)**
4. Builders profile C **April 13, 2012 (late fee \$100)**
(list of all member subcontractors and suppliers):
5. Final: Home is complete, including all construction, cleaning, landscaping and decorationí í í í í í í í í í í í í **June 21, 2012. (Late fee \$500.00)**
6. Return of all Association supplied materials to include all components of the Parade home sign and all directional signs: **July 13th, 2012. (Late fee \$100.00)**

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.

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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, 2012.

2.7 Parade Schedule. The NWHBA 2012 Parade of Homes will begin with a VIP ceremony scheduled for the 21st day of June, 2012. **The Parade will open to the public on June 22, 2012, 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 of 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 \$500.00 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.**

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 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 Scattered and Fixed Site 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 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, 13th, 2012. After which time, the ASSOCIATION will rent remaining spaces in a manner deemed appropriate. All exhibitors will be limited to the garage only. Any Exhibitors demonstrating products inside the parade home will be charged an exhibitor garage fee. Parade Homebuilder Garage Booths are for the specific homebuilder's company display only. Any and all subcontractors, suppliers, and associated services associated

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with the Parade home who wish to display with the homebuilder are required to pay the prescribed Booth Entry Fee. The Fee to rent garage booth space is as follows:

Scattered Site: \$300 for members of the NWHBA and \$600 for nonmembers

Fixed Site: \$400.00 for members of the NWHBA and \$800.00 for nonmembers

2.12 Decorators. Interior and Home Decorators are allowed in Parade homes to represent their services. Decorators are allowed to represent their services and answer questions from the public concerning the Parade home's decorating. Decorator products cannot be sold from the home and price tags are not allowed on any products in the home. In the event the NWHBA determines, at its discretion, a Decorator is utilizing the Parade home as a "Sales Floor", the decorator will not be allowed in the Parade home for the duration of the Parade of Homes. Decorators must be a member of the NWHBA to be listed in the Parade Magazine.

2.13 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.

2.14 Homeowner/ Third Party Terms. In the event that the Parade Home is under contract by a third party, 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.

2.15 Recognition. The ASSOCIATION agrees to recognize all subcontractors and suppliers in accordance with section 2.2. Each Homebuilder will be provided six (6) blue ribbons to recognize their selected sub-contractors, suppliers, and vendors for display in the Parade home. The HOMEBUILDER also agrees to reserve a section of their personal garage space to display subcontractor and/or supplier information. Such information will be limited to garage displays only and will not be allowed throughout the parade home interior.

2.16 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.

2.17 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.

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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.

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.

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(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.

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.

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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 Seccession 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.

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

<u>NORTHERN WASATCH HBA</u>	_____
	(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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HOMEBUILDER Initials _____

2012 Parade Builder Penalties and Profiles Traditional Home

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

IT IS VERY IMPORTANT TO MEET THESE DEADLINES.

	Deadline:	Penalties:
1. Application and Fee	(As per contract: section 2.5)	
2. Profile (A)	March 1, 2012	\$100
3. Profile (B)	March 15, 2012	\$100
4. Profile (C)	April 13, 2012	\$100
5. Home Completed & ready to show	June 21, 2012 (By 5 PM)	\$500
6. All signs and materials (returned to office)	July 13, 2012 (between 10:00 ó 3:00)	\$100

Home must be open June 22 ó July 18 for the duration of the show. (Closed each Tuesday and Wednesday)

Other Deadlines: Builder Preference Garage Reservations: May 1st.

**TRADITIONAL HOME ENTRY
PROFILE A
Due March 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(s) as you want it **listed in the Parade Magazine:**

Company _____ Builder(s) _____

Phone # _____ Fax# _____ Cell # _____

EMAIL _____ Web Address _____

2. Parade Home Name: _____

3. Parade Home Address: _____

4. Subdivision Name & Lot #: _____

5. Home information:

Number of Bedrooms: _____

Number of Baths _____

Main Floor Sq. Footage: _____

Upper Floor Sq Footage: _____

Basement Sq Footage: _____

Total Sq Footage: _____

Finished Sq Footage _____

PARADE BUILDER PROFILE B

Due March 15, 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. Photos will not be returned unless specified.

Company & Builder Name: _____
(Name of company and builder(s) as you want it listed in the Parade Magazine)

Office # : _____ Cellular #: _____

Home Name: _____

1. **Professional *color* picture of builder**

Must be a digital file (email to : curt@nwhba.net)

Use previous year's Parade picture. If so what year? _____

NOTE: Must be a color picture

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

3. *Floor Plans, Elevations, and Architectural Details*

Floor Plans: Provide one copy of floor plans, with dimensions, and elevation drawings. Please provide one extra copy of you floor plan showing the garage.

NOTE: We do not need a full set of your plans.

Brick: Brand Name & Color _____

Brick Company _____

Stucco: _____

Siding: _____

Roofing (Style & Color): _____

Fascia & Soffit: _____

Front Door: _____

Garage Door: _____

Window Frames: _____

Shutters: _____

Do your plans provide information for?

Grade Changes: _____

A Reversed Plan: _____

Brick & Stucco Designs: _____

This information will be provided to our rendering artist, Steve Grey, Grey's Graphics. He will contact you for specific information if needed. If you have any questions for Steve, you can contact him at 801-782-1234

PARADE BUILDER PROFILE C
Due April 15, 2012

NWHBA MEMBER SUPPLIER / SUB-CONTRACTOR LIST

Interior Decorators: Please note that for the 2012 Parade, **Interior Decorators will be allowed inside your Parade home.** This change is designed to help you entice decorators to participate with you by providing a venue to personally show their designs and promote their business.

Interior Decorator Name: _____

Vendor/sub and supplier ribbons: The NWHBA will provide you with 6 ribbons to display around your home that you will award. Your awarded ribbons must go to vendors that worked, or provided services or materials for your Parade home. This added recognition is just one way for you to show your appreciation to your people.

List up to **SIX** Companies for recognition: (Ribbons will be provided to you prior to the Parade opening)

Builder's Company Name _____
(Company name as you want it listed in the Parade Magazine)

Builder(s) Name: _____
(Name(s) as you want them listed in the Parade Magazine)

Sub-Contractor, Supplier, Vendors: NWHBA members that provided services on your Parade home to be listed on your magazine page.

See next page to list your sub-contractors and suppliers

