



2009 TOUR OF HOMES Application & Contract

2009 Tour of Homes: June 13th - June 21st

THIS AGREEMENT is between the Home Builders Association of Marion & Polk Counties, hereafter called Association and the Builder Member of the Association whose name and signature appears below, hereafter called Builder.

It is agreed that:

1. The entry fee is \$2250 for each house if paid by March 13th, 2009; \$2350 if paid between March 14th and March 31st; \$2500 if paid between April 1st and April 15th. Entries submitted after April 15th shall be accepted only at the discretion of the Association. In addition to Tour entry fees, there is a refundable deposit of \$250 due with the Tour application. If a builder enters additional houses in the Tour, an additional \$250 deposit for the 2nd and/or 3rd house will not be required. This deposit will be returned after the completion of the Tour if all provisions of the Tour contract are met. This deposit is to ensure the completion of the home and the other obligations of this building agreement. Fees are based on the date by which the builder has submitted the signed Tour contract, floor plan & elevation, location map and entry fee.
2. Applications for entry in the Tour of Homes are accepted at the sole discretion of the Home Builders Association of Marion & Polk Counties.
3. One set of floor plans and a front elevation shall be submitted with this Tour contract.
4. There is a maximum of three Tour houses per Builder.
5. The home must be constructed in a good workmanlike manner and in accordance with recognized codes, ordinances, and restrictive covenants. The Association reserves the right to inspect homes at any time.
6. The home must be new construction and may not have been occupied at any time prior to June 13th, 2009.
7. Builder may withdraw a Tour of Homes entry at any point up until April 15th, 2009. In the event Builder withdraws a home from the Tour of Homes, Builder shall be refunded his entry fee and deposit, minus a \$100 processing fee and any illustration costs incurred by the Association up until that date.
8. Homes may not be occupied until after June 21st, 2009.
9. All homes must be 100% complete and ready for public showing no later than 12:00 noon on June 13th, 2009.
10. The front and side yards of all homes shall be landscaped.
11. The homes will be open and manned during the tour on Saturdays and Sundays from 12:00 noon to 6:00 p.m. On weekday evenings the hours will be 6:00-9:00 p.m.
12. No other houses built by the Builder shall be held as "open" during the week of the Tour by the Builder or his/her real estate agent that differ from the Builder's normal "open house" schedule for that house during non-Tour weeks. Holding other houses as "open" in violation of this clause shall result in forfeiture of the deposit and possible non-participation in future Tour of Homes.

13. Builders and their agents shall not advertise homes as Tour Homes prior to June 8th. Advertising the home as being in the Tour prior to June 8th will result in forfeiture of deposit. Builders are responsible for informing their real estate agent(s) of this provision.
14. Homes and yards must be thoroughly cleaned each day prior to show opening.
15. The Association reserves the right to sell space in the garages for product displays. The Association will cooperate with the Builder to secure an exhibitor compatible to the Builder, providing that the Builder informs the Association prior to April 15th, 2009 if the Builder wishes to have a specific supplier/subcontractor to rent the garage space. Tour Homes that have a garage rented must have the garage door open during Tour hours. Builders shall have right to rent their own garage for \$150 if they wish to display their own materials or if they wish to keep the garage vacant. If a vendor display is set up in the Tour home garage without having been reserved through the association, the Association shall deduct the \$150 fee from the builder's Tour deposit. In no case shall a non-member of the Association be permitted to display in the garage.
16. The Association will be responsible for all advertising and promotion. However, Builders are encouraged to recognize their subs and suppliers with handouts or interior signs.
17. Logos on the Builder's Tour magazine page are limited to the Builder's company logo only, along with the HBA's Certified Master Builder logo if the builder is a Certified Master Builder. No other logos will be displayed.
18. Any advertising, promotion and/or displays inside the house shall be limited to Association members only.
19. The only sign displayed in the front yard during the Tour shall be the official Tour of Homes signs supplied by the Association. Subcontractor, supplier, real estate or other signs may be placed inside the home or in the back yard. Such signage shall be limited to Association members only.
20. The selling price listed must be the actual selling price of the home, including lot and landscaping.
21. Any promotional material used or given away must be approved by the Association.

22. Insurance

Builder shall maintain at least the following limits of liability in a company satisfactory to Association

i. General Liability Insurance

- (1) Each Occurrence Limit - \$1,000,000
- (2) General Aggregate - \$2,000,000
- (3) Products / Complete Operations Aggregate - \$2,000,000
- (4) Personal and Advertising Injury Limit - \$1,000,000

ii. Builder shall obtain an endorsement to any such policy extending this coverage to the Builder's participation in the Tour of Homes.

This Policy under this provision shall be endorsed to Association as additional insured. Coverage provided for the additional insured shall be primary, and any coverage maintained by an additional insured shall be excess of and non-contributory with such primary insurance. Such insurance shall be with an insurance company authorized to do business in Oregon.

General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy. Coverage shall include contractual liability coverage for the indemnification provisions of this agreement.

Builder shall maintain in effect all insurance coverage required under this Contract at the Builder's sole expense and with insurance companies reasonably acceptable to Association. The policies shall contain a provision that the coverage will not be cancelled or renewed, or restrictive modifications added until at least (30) days prior written notice has been given to Association. Certificates of Insurance showing required coverage to be in force for the event shall be filed with Association prior to the commencement of Tour of Homes. In the event Builder fails to obtain or maintain any insurance coverage required under this Agreement, the Builder will be in breach of the contract.

23. Waiver of Subrogation

Builder waives all rights against Association and any of their respective consultants, subcontractors and agents and employees for injury, death or damages caused by risks covered by insurance provided in accordance with this Agreement, except such rights as Builder may have rights to the proceeds of such insurance.

The liability insurance policies to be obtained by the Builder, as provided in this Agreement, shall provide that the insurer

waives all rights of recovery by way of subrogation against the Association and/or Builder in connection with any damage covered by such policies.

If the policies of insurance referred to in this Agreement require endorsement(s) to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

- 24. Builder agrees to defend, indemnify and hold Association harmless against and from any and all participation in any activity, work or other things done, permitted or suffered by Builder in connection with the Tour of Homes arising from any act, breach of this contract, or negligence by Builder or any officer, agent, or employee of Builder, and/or any visitor in connection with the Tour of Homes, and from all costs, attorney fees and liabilities incurred in or about the defense of any such claim or action proceeding brought thereon.
- 25. Builder agrees to comply with all local, state and federal laws in holding the Tour home "open" during the week of the Tour including, but not limited to, state and federal Americans with Disability Act requirements, and any Public Accommodations laws that may be applicable.
- 26. Builder agrees that Tour of Homes directional signs will not be displayed in public right-of-ways before 11:00am or after 7:00pm on weekends, or before 5:00pm or after 10:00pm on weekdays. Builder is responsible for removing signage each evening. All Tour of Homes signs must be taken down by the builder no later than Monday, June 22nd, 2009.
- 27. At the close of the Tour and with the completion of the following, the \$250 security deposit will be returned:
 - a. The house(s) will be 100% complete by 12:00 noon on June 13th, 2009.
 - b. The house is not advertised by the Builder or real estate agent as a Tour home prior to June 8th.
 - c. Any signs or other equipment belonging to the Association will be returned by the Builder on or before *July 1st, 2009*.
 - d. No other houses for sale by the builder will be featured as "open" during Tour hours.
 - e. And that all other conditions of the above agreement are met.

Address of Tour Home (incl. city name)

Company Name

Builder Name (to be listed on Tour page)

Estimating Selling Price (with lot)

Contact Name (if different than Builder name)

CCB License #

Office Phone

Cell Phone

Email Address

Date Fee Paid

**Building Designer
(i.e. Mascord Associates, designer's name, etc.)**

Builder's Signature

Date

- I would like to pre-order _____ boxes of protective foot booties (150 pair per box) at \$45/box.
- I would like to rent my own Tour garage for \$150, rather than have the association rent space to vendors. *Note that non-HBA members may not display in a garage.*



Tour Application Checklist

Please bring the following items with you when submitting your application for the 2009 Tour of Homes

- Signed copy of Tour contract
- Check for entry fee & \$250 deposit (plus any additional items ordered, such as protective foot-booties or Tour garage rental)
- Copy of floor plan and front elevation.
- Map (hand-drawn is fine) showing location of house in relation to cross-streets. Please indicate which side of street house is located.

Your narrative, builder photos, and logo are due at the HBA office no later than April 15th