



Tour of Homes

Sponsored by



Participation Agreement

2019 Tour of Homes: June 15th - June 23rd

THIS PARTICIPATION 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:

GENERAL TERMS

1. The 2019 Tour of Homes shall take place Saturday, June 15th through Sunday, June 23rd, 2019. Hours of the Tour shall be noon – 6pm on weekends, and 6pm – 9pm on weekdays.
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. There is a maximum of three Tour of Homes entries per Builder.
4. HBA membership is required of the applicant at the time of entry, and throughout the duration of the Tour of Homes.

ENTRY FEE & DEPOSIT

5. The entry fee is \$2600 for each house if paid by March 15th, 2019; \$2700 if paid between March 16th and March 31st; \$2900 if paid between April 1st and April 12th. Entries submitted after April 12th shall be accepted only at the discretion of the Association. Fees are based on the date by which the builder has submitted the signed Tour of Homes Participation Agreement, floor plan & elevation, location map, color selection & options form, and entry fee.
6. In addition to Tour entry fees, there is a refundable deposit due with the Tour of Homes entry. The deposit shall be \$250 for builders who did not have their deposit forfeited following the prior year's Tour of Homes due to non-completion of the home or other failure to comply with the Tour of Homes Participation Agreement, and \$1000 for builders whose deposit was forfeited following the prior year's Tour of Homes due to non-completion or other failure to comply with the Terms of the Tour of Homes Participation Agreement. The deposit is to ensure the completion of the home and compliance with other terms of this agreement and shall be returned after the completion of the Tour if all provisions of this Participation Agreement are met.

If a builder enters additional houses in the Tour, an additional deposit for the 2nd and/or 3rd house will not be required.

7. One set of floor plans, a front elevation, a location map, color selection & options form, and entry fee shall be submitted with this Tour contract.

WITHDRAWAL

8. Builder may withdraw a Tour of Homes entry at any point up until April 12th, 2019. In the event Builder withdraws a home from the Tour of Homes, Builder shall be refunded their entry fee and deposit, minus any costs the HBA has incurred for illustrations, mapping, etc.

HOME COMPLETION

9. 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.
10. All homes must be 100% complete, cleaned and ready for public showing no later than 12:00 noon on June 15th, 2019. A complete home is one in which all items are completed, the builder could qualify for a Certificate of Occupancy, and all construction debris has been removed from the interior of the home and yard.
11. The front and side yards of all homes shall be landscaped.
12. No construction work may take place on the home, either inside or outside, during Tour of Homes hours.
13. Homes may be inspected by a representative of the HBA to ensure the home is complete and open during Tour of Homes hours.
14. All determination of whether homes are deemed complete and provisions of this Participation Agreement have been met shall be made by the Tour of Homes committee.
15. If the builder cannot complete the home for any reason and notifies the HBA by noon on the Thursday before the Tour opens, the Tour deposit will not be forfeited as long as the builder does not open the home to the public until evidence has been provided to the HBA demonstrating that the home has been completed.
16. If a home is incomplete as of 12:00 noon on Saturday, June 15th, and the builder has not notified the HBA prior to noon on the prior Thursday, the Tour of Homes Committee may impose penalties including forfeiture of the builder's deposit, and/or suspending the builder from participation in future Tour of Homes.
17. For any incomplete homes, the HBA reserves the right to display a sign in the front yard that indicates the home is not open and available for public showing. No other Tour of Homes signage, including directional signage, may be displayed in conjunction with an incomplete home.

OCCUPANCY

18. The home must be new construction and may not have been occupied at any time prior to June 15th, 2019, unless an exception has been approved in writing by the Association.
19. Homes may not be occupied until after June 23rd, 2019.

STAFFING

20. 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 p.m. - 9:00 p.m.

ADVERTISING & PROMOTIONS

21. 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, nor shall Builder or his/her agent direct Tour visitors to other open houses not on the Tour. Holding other houses as "open" in violation of this clause shall result in forfeiture of the deposit and possible exclusion from future Tour of Homes.
22. Builders and their agents shall not advertise homes as Tour Homes prior to June 10th. Advertising the home as being in the Tour prior to June 10th will result in forfeiture of deposit. Builders are responsible for informing their real estate agent(s) of this provision.
23. 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 12th, 2019 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 the right to rent their own garage for \$250 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 a \$250 fee from the builder's Tour deposit. In no case shall a non-member of the Association be permitted to display in the garage.
24. No vehicles used for advertising or other purposes shall be permitted to be parked in the driveway or garage(s) of any Tour home.
25. The Association will be responsible for all advertising and promotion. However, Builders are encouraged to recognize their HBA-member subs and suppliers with handouts or interior signs. The Association shall have the right to include promotional information from the Tour's sponsors in Tour homes.
26. Logos on the Builder's Tour magazine page are limited to the Builder's company logo only, along with any other logos placed by the Association.
27. Any advertising, promotion and/or displays inside the house shall be limited to Association members only.
28. The only sign(s) displayed in the front yard or driveway during the Tour shall be the official Tour of Homes sign and/or other signage 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.
29. The selling price listed must be the actual selling price of the home, including lot, landscaping and any included features or upgrades.
30. Any promotional material used or given away must be approved by the Association.

INSURANCE REQUIREMENTS

31. 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.

32. 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.

33. 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.

34. 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.

35. 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 24th, 2019. Builder shall pay \$25 per sign for each sign not returned to the Association by Friday, June 28th, 2019.

RETURN OF SECURITY DEPOSIT

36. At the close of the Tour, the security deposit will be returned if the builder has complied with the following requirements:

- a. Builder submits narrative description for Tour page no later than April 12th and Certificate of Insurance no later than May 3rd.
- b. The house(s) will be 100% complete and cleaned by 12:00 noon on June 15th, 2019.
- c. The house is not advertised by the Builder or real estate agent as a Tour home prior to June 10th, 2019.
- d. Any signs or other equipment belonging to the Association will be returned by the Builder on or before June 28th, 2019.
- e. No other houses for sale by the builder will be featured as "open" during Tour hours.
- f. And that all other conditions of the above agreement are met.

Signature

Company Name

Individual Name

Date Name

Company Name

Address of Tour Home (incl. city name)

of bedrooms

of bathrooms

square feet

Estimated Sales Price (incl. lot, features, & upgrades)

Builder's Individual Name (to be listed on Tour page)

Company website (to be listed on Tour page)

Contact Name (if different than Builder name)

CCB License #

Office Phone

Cell Phone

Email Address

Date Fee Paid

Please indicate which (if any) of the following natural gas appliances you intend to install in your Tour home:

Gas Furnace Gas Water Heater Gas Range Gas Dryer Gas Fireplace Gas Other _____.

I would like to pre-order _____ boxes of protective foot booties (150 pair per box) at \$50/box.

I would like to rent my own Tour garage for \$250, rather than have the association rent space to vendors. *Note that non-HBA members may not display in a garage.*

I will not be renting my own Tour garage but would like to suggest that the following HBA member be contacted about renting my garage during the Tour of Homes.

Company Name

Contact Name

Email/ Phone Number

Tour of Homes Application Checklist

Please bring the following items with you when submitting your application for the 2019 Tour of Homes

- Signed copy of Tour contract
- Check for entry fee & security deposit (plus any additional items ordered, such as protective foot-booties or Tour garage rental). **Note that if an entry is submitted prior to March 15th, 2019, builder need submit only the security deposit, with the balance due by May 3rd, 2019. Entries submitted after March 15th, 2019, must include the full entry fee plus deposit.*
- 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.
- Color Selections & Option Form

Your home narrative and company logo are due at the HBA office no later than April 12th.

Your Certificate of Insurance naming the HBA as an additional named insured is due no later than May 3rd.