

# PARADE OF HOMES Member Rules & Regulations

## I: BUILDER REQUIREMENTS

Builder agrees that every home entered in the HBA Parade of Homes is a newly constructed home, not previously occupied\*, or the builder occupied the home as their primary residence for no more than three months, and will be open for viewing the entire duration of the HBA Parade of Homes.

Repeat entries are permitted only if the home was originally entered no earlier than three Parades (Spring or Fall) ago. An entry can be entered as a repeat only once. All participating homes must have been built by a licensed builder member of the HBA of Greater Grand Rapids.

### SECTION A: ITEMS TO PROVIDE

Penalties and fines may be assessed based on failure to provide these items

1. On-site working toilet with toilet paper (not for public use.)
2. Table and two chairs for the volunteer staffing group.
3. Cell phone or land line available on-site all hours of the Parade in case of emergency.
4. At least one representative from Builder's company on-site in the Parade Home at all times during all Parade hours.

### SECTION B: GENERAL PARTICIPATION REQUIREMENTS

1. Obtain a certificate of occupancy for each home(s) entered by the Parade opening day.
2. Be responsible for any additional expenses incurred by HBA of Greater Grand Rapids for any public relations issues in relation to Builder's Parade home(s), within 30 days of receipt of the invoice (example: a sign is needed should home not open on time, or any special notices or signage needed for explanation to the public).
3. Maintain business entity and Michigan residential builder's license in good standing throughout the Parade.
4. Prevent the use and consumption of alcohol on the premises of Parade home(s) during operating hours of the Parade.
5. Have no "Open House" events open to the general public during the Parade of Homes hours
6. Be responsible for the accuracy of all materials used to publicize its home entry, without limitation to the map to Parade home(s), and *GUIDE* listing.
7. Maintain an active, in good standing, builder membership at the HBA of Greater Grand Rapids throughout the duration of the Parade of Homes.
8. Pay in full any outstanding balance (either for membership dues, advertising, etc.) with the HBA of Greater Grand Rapids. Membership dues must be paid through the year.
9. Listing in Parade Guide and in all publicity materials shall appear as company's membership name, which must match name of builder's license.
- 10. It is the policy of the Home Builders Association of Greater Grand Rapids that a builder company's full and complete name must be used in all Parade publications, advertising, and displays whenever the Parade Rate is given and shall not be applied solely to another company but may include both HBA member and non-member companies as a secondary advertiser in the adjacent facing ad or where/when applicable. This includes co-owned companies under the Parade builder company entered.**
11. Display the official Parade of Homes number sign outside of the Parade Home. (Note: must be placed in accordance with local sign ordinances - see your local government for rules). This sign will be furnished by HBA of Greater Grand Rapids and shall be returned after the Parade.
- 12. Abide by all advertising requirements (see SECTION V)**
13. Refrain from distributing free tickets or allowing unpaid entry to home(s) during the hours of the Parade promotion.
14. Sign-off on home checklist administered by the volunteer staffing group prior to Parade opening day.
15. Submit a list of subcontractors and vendors associated with the Parade entry. For builders with multiple entries, only one list need be provided.

## II: FEE STRUCTURE & DEADLINES

The fees to participate in any of the HBA Parades of Homes<sup>SM</sup> are listed on the Builder Member Contract form and include a virtual tour of the home to be used on the HBA website. If any home is withdrawn from the Parade after the deadlines listed, not ready to be open to the public by opening day and time, or any other rule stated herein is not adhered to, the privilege of participating in future Parades may be lost for as long as two (2) years, and additional fines and/or penalties may be imposed against the builder per the HBA Parade of Homes committee.

For any home to be withdrawn from the Parade, a written request from the builder must be submitted to the HBA of Greater Grand Rapids and signed off on by the HBA of Greater Grand Rapids staff. Absolutely no refunds are given after the late entry deadline

### III: REQUIREMENTS FOR EACH ENTRY

The following items must be submitted to the HBA of Greater Grand Rapids in order to be considered a complete entry met by the deadlines above:

1. Completed and signed Builder Member Contract. (pg 1)
2. Completed Information Sheet for each Parade home. (pg 2)
3. Full entry fees.
4. Proof of Liability Insurance naming the Home Builders Association of Greater Grand Rapids as additional insured for at least \$1,000,000 coverage, paid through last month of the Parade you are participating in.
5. Map for each Parade home with location clearly marked (plat maps are welcome) and written directions on the Information Sheet (pg 2).
6. Front elevation image in high resolution (300 DPI) EPS, TIF or JPG file format or a repeat rendering with notice of which Parade last utilized in digital format; rendering will be pictured in GUIDE as it is submitted. **No renderings will be redrawn or altered.**
7. ¼" finished scale floor plan(s) as required by Green Built or Universal Design designations if applicable.
8. "The List" subcontractor/vendor associated with the homes.

### IV: HOME REQUIREMENTS

Any size and style of home is welcome in the Parade of Homes<sup>SM</sup> if submitted by a licensed builder member in good standing of the HBA of Greater Grand Rapids. There is no stipulation on location or price range of the home. All homes entered must be completed by opening day and time of the Parade in which home is entered.

#### SECTION A: FINISHING REQUIREMENTS

1. Have Parade home(s) completed by the event opening, and open to the public the entire duration of either the Spring or Fall Parade of Homes.
2. The "primary living areas" must be open for viewing by the public.
3. The front and side yards must be landscaped with the rear yard in the final grade stage.
4. Driveways, sidewalks and garages must be free from hazardous debris.
5. Landscaping must be done with a "finished look" including shrubs or flowers by the home, giving it an aesthetically pleasing appearance. Plain dirt from the street to the house is not acceptable.
6. The Parade home may not be situated on a piece of property open commercially to the public (i.e. built in a mall, courtyard, parking lot or sales lot).

#### SECTION B: FLOOR PROTECTION REQUIREMENTS

Builders must choose one of three **Floor Protection options**:

1. Visitors may tour home with shoes on.
2. Visitors will be provided with footies to go over shoes at Builder's home. (For good hygiene, safety and aesthetic appeal, Builders are strongly encouraged to purchase new footies each Parade.)
3. Visitors will need to remove their shoes to enter Builder's home. (Considered a "no shoes" home and so noted with an asterisk (\*) in the Parade Guide and on the Parade tickets.)

#### SECTION C: PARADE SIGNAGE REQUIREMENTS

The official wooded HBA Parade of Homes number sign must be used outside of the Parade Home (Note: must be placed in accordance with local sign ordinances - see your local government for rules). This sign will be furnished by HBA of Greater Grand Rapids and is expected to be returned. Should the sign not be returned a \$50 fee will be assessed.

In addition:

1. Builders may use a sign, not to exceed 16 square feet, with their corporate name and information and one exterior realtor sign if the home is for sale.
2. Signs may be used prior to the Parade of Homes indicating that it is a "Future Parade Home" and/or realtor signs indicating the home is for sale.
3. Beginning the morning of the Parade of Homes only official Parade signs, one exterior realtor sign indicating the home is for sale, member advertising signs, and Builder signs may be used. Nonconforming signs will be removed by the Parade Committee and/or HBA of Greater Grand Rapids staff.
4. The Builder shall have the option to purchase directional signs that are to be used to indicate the best way to get to the home from the nearest main road. The Builder is also responsible for placement and collection of these signs. All signs must be removed by the Friday following the end of the Parade. Note: Builder is responsible for compliance with local sign ordinances and regulations.

## **V: HOME ADVERTISING REQUIREMENTS**

### **SECTION A: MEMBER ADVERTISING**

All interior & exterior advertising/signage are allowed at the Builder's discretion. **A \$500 deposit per Parade entry is required at time of entry and must be paid by the builder entering the home or remodel.** The deposit will be returned to the builder after the event concludes, based on the percentage of home-advertisers that are active members of the Home Builders Association of Greater Grand Rapids. Advertising includes, but is not limited to: interior signs, exterior signs, brochures, business cards, banners, etc. For example, if the home has 10 advertisers, and 7 of which are HBAGGR members, then the builder would receive 70% (\$350) of their deposit back after the event.

If the Parade home is an active for sale listing and represented by a Realtor, the one exterior realtor sign indicating the home is for sale and the one page realtor home information sheet are permitted without being included in the member/nonmember advertiser list, and will not be factored in as an advertiser that would impact the deposit returned to the builder.

The builder or builder's representative must sign off on an advertiser list with the volunteer staffing group before the final day of the event. Any advertising posted in home will be noted on the advertiser list and provided to the staff at the HBAGGR. The list provided to the HBA will be used to determine the ratio of member to nonmember advertisers, and to calculate the deposit amount returned to the builder.

If the advertiser list is not signed by the builder or builder's representative, then the builder will not receive any amount of the deposit back after the event.

If the builder does not have any advertising in the home, other than the builder company information, the full deposit will be returned after the event.

### **SECTION B: PARADE HOME PUBLICITY**

Builder agrees to abide by all publicity rules. No Parade entry may be used for public fundraising or builder promotional activities or events prior to it first being shown to ticketed Parade participants. After the first day of the Parade the builder is permitted to hold private showings or private events providing the event does not fall on a scheduled Parade day.

## **VI: GENERAL TERMS**

### **SECTION A: INDEMNIFICATION**

Builder agrees to indemnify, save and hold HBA of Greater Grand Rapids forever harmless from any and all liability, fees, penalties, causes of action, suits, costs, legal fees, claims, judgements or damage arising out of any injury to persons or property or any violation of any law or ordinance occasioned by the negligence or omission of Builder its agents, officers, directors, members, employers and/or contractors in relation to Builder's participation in the Parade of Homes. To strictly comply with the applicable terms and conditions contained in this agreement between HBA of Greater Grand Rapids and Builder. By participating in the Parade of Homes, Builder for and on behalf of itself, its employees, agents, officers, directors, members and invitees, releases and waives any and all claims, demands or actions against HBA of Greater Grand Rapids and its respective officers, directors, employees and agents resulting from any act or omission of Builder, its employees, agents or invitees.

### **SECTION B: OTHER REGULATIONS**

Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the discretion of HBA of Greater Grand Rapids. HBA of Greater Grand Rapids shall have sole authority to interpret, amend, and enforce these rules and regulations; provided Builders receive notice of any amendments when made. Each Builder, its employees, officers, directors, members and agents agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto. Builders or their representatives who fail to observe these conditions of contract or who, in the sole discretion of HBA of Greater Grand Rapids, conduct themselves unethically may be immediately dismissed from the Parade without refund or other appeal.

### **SECTION C: NON-COMPLIANCE**

Failure to comply with any of the rules, agreements, terms or conditions of this contract could result in a ban on participation in the Parades of Homes for up to two (2) years, as well as additional financial penalties. Imposition of the penalties is solely at the discretion of the HBA Parade of Homes Committee and the HBA Board of Directors. All penalties and fines will be assessed after consideration given by the Parade of Homes Committee. Penalties not paid by the issued timeline will result in suspension of HBA of Greater Grand Rapids membership status and benefits until all fines are paid in full.

## **VII: REMODEL REQUIREMENTS**

### **SECTION A: ADDITIONAL REMODEL ENTRY REQUIREMENTS**

This project (s) constitutes a change in shape, form or function of a residence, and has not been a prior Parade of Homes. Submit a "before" photo with entry and understand that an "after" photo of project will be taken by a HBAGGR photographer no later than eight (8) weeks prior to the beginning of the Parade. After photos must be submitted no later than final deadline to be included in the guidebook. Any submissions after guide deadline will only appear on parade web page. If project is unavailable to be photographed during the time specified, an alternative option must be provided by the builder. These photos will appear in the *GUIDE* and on the website

*I have read and understand the terms and conditions of the Rules & Regulations*      *Initials* \_\_\_\_\_