



# 2019 MBA Spring Tour Saturdays and Sundays April 27 – May 12, 2019

## PARTICIPATION PACKET

Be a part of Wisconsin's largest open house featuring new home construction, remodeling projects, condominiums, subdivisions and lots. The 2019 MBA Spring Tour will take place on weekends April 27 – May 12, 2019. Remodeling projects will be featured May 4-5, 2019 only. Tour hours are 12:00 Noon to 4:00 pm (Saturdays and Sundays only). The Spring Tour has marked the beginning of new home construction season in the metropolitan Milwaukee area for nearly 30 years. Don't miss the chance to be part of this exciting, highly promoted MBA event!

### **EXPANDED MARKETING PACKAGES**

It's time to think Spring! Take advantage of marketing opportunities for your company as part of the MBA Spring Tour. The Spring Tour is a great place to gain brand visibility and market your company's products and services. Leverage the MBA's event marketing to promote your company by participating in one of the featured packages below. Contact the following MBA Staff for more information:

**Event Participation/:** Becky Crnkovich  
**Project Entries** Events Director  
262-436-1126 PH  
[becky@mbaonline.org](mailto:becky@mbaonline.org)

**Sponsorship:** Toby Van Sistine  
Director of Operations  
262-522-3620 PH  
[toby@mbaonline.org](mailto:toby@mbaonline.org)

**Apply to be a Featured Participant (see categories below) and receive these additional benefits: a special feature in Building Lifestyles, the Spring Tour edition, that includes your company logo, description of your company and subdivision, and photos of participating homes or projects (see quantities below).**

**Featured Subdivision** - (\$4,500) Feature your subdivision and highlight up to five (5) model homes or condos.

**Featured Builder** - (\$4,500) Be a Featured Builder and highlight five (5) model homes or condos.

**Featured Remodeler** - (\$2,500) Be a Featured Remodeler and highlight three (3) projects.

**PARTICIPATION DEADLINE MONDAY, FEBRUARY 11, 2019**

# 2019 MBA SPRING TOUR Participation Contract

*Contract Submission Deadline: Monday, February 11, 2019*

\_\_\_\_\_ (Company Name) agrees to participate in the 2019 Metropolitan Builders Association Spring Tour ("Tour") to be held three weekends from April 27 – May 12, 2019 with remodeling projects featured May 4-5, 2019 only. We acknowledge that this application becomes the Contract. Participant shall comply with all Tour Rules & Regulations and the terms printed in this Contract, all of which are incorporated into and made a part of this Contract and also with such other rules and regulations for the Tour as shall be promulgated from time to time, at its sole discretion, by the MBA. This Contract shall constitute a binding Contract between the parties.

THIS CONTRACT dated \_\_\_\_\_ by and between the Metropolitan Builders Association, N16 W23321 Stone Ridge Drive, Waukesha, WI 53188 and Tour Participant named: \_\_\_\_\_ (Company Name)

**Acknowledgement of Contract / Rules & Regulations** Your signature acknowledges that you have read this Contract and the Spring Tour's Rules & Regulations and accept the terms.

Print Name _____	Title _____
Signature _____	Date _____

**Participant & Tour Information:** All further Tour information will be sent to the contact person as designated below. It is the responsibility of this person to distribute necessary information to the appropriate parties. Please note that instructions will be emailed to you to complete your project listing(s) online. **Deadline for all data submissions are Monday, February 11, 2019.**

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

Cell Phone # (During Tour Hours) \_\_\_\_\_

**Please check all that apply and include qty:**

- |                                       |  |
|---------------------------------------|--|
| _____ Subdivision _____ (Qty.)        | _____ Featured Subdivision* (5 homes/condos) |
| _____ Model Home _____ (Qty.)         | _____ Featured Builder* (5 homes/condos)     |
| _____ Condominium _____ (Qty.)        | _____ Featured Remodeler* (3 projects)       |
| _____ Single Lot _____ (Qty.)         |  |
| _____ Remodeling Project _____ (Qty.) |  |

**\*NOTE: For more information on "Featured" Packages please see details on page 1.**

**Model/Condo/Project Locations (NOTE: If the following information is not completed in its entirety, the MBA cannot guarantee accurate listings in local print and online marketing pieces.):**

Address \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_ Circle one: Model Home / Condo / Remodel

Address \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_ Circle one: Model Home / Condo / Remodel

Address \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_ Circle one: Model Home / Condo / Remodel

Address \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_ Circle one: Model Home / Condo / Remodel

Address \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_ Circle one: Model Home / Condo / Remodel

**Fees (due with contract)**

Please note that to receive full marketing exposure contracts and payment must be received no later than **Monday, February 11, 2019. The Participation fee is non-refundable.**

**Participation Fees:**

- Model Home or Condominium | **Participation Fee:** \$875 for first project / \$775 per additional project
- Remodel | **Participation Fee:** \$700 per project
- Single Lot | **Participation Fee:** \$100 per lot

**“Featured” Participation Package Fees:**

- Featured Subdivisions (up to 5 model homes or condos) | **Participation Fee:** \$4,500\*
- Featured Builder (5 model homes or condos) | **Participation Fee:** \$4,500\*
- Featured Remodeler (up to 3 projects) | **Participation Fee:** \$2,500\*

\*Ask about a discount for additional projects as part of Featured Package.

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**Payment**

Enclose a check payable to the ‘Metropolitan Builders Association’ for the total and mail to:  
Metropolitan Builders Association  
N16 W23321 Stone Ridge Drive  
Waukesha, WI 53188

My check for \$ \_\_\_\_\_ is enclosed.

Please charge my VISA / MasterCard \*

Credit Card # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Name on Card \_\_\_\_\_ CVV (3-digit number on back of card) \_\_\_\_\_

Billing Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_ Signature \_\_\_\_\_

# 2019 MBA SPRING TOUR Rules & Regulations

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## APPLICABILITY

These Rules & Regulations are part of your signed Participation Contract. By signing the Spring Tour Participation Contract, you are agreeing to abide by all Rules & Regulations specified in this document. Monetary fines will be applied and possible expulsion from this and future Tours if your company, employees or representatives are in violation of these Rules & Regulations at any time during the event.

MBA shall have full power to interpret and to make or amend these rules from time to time. Wherever these Rules & Regulations do not cover a situation, MBA's Executive Director shall have the right to make such rulings as considered to be in the best interest of the event, and the Participant agrees to accept and abide by such rulings. Participant agrees to comply with all Rules and Regulations of the event. If a Participant fails to comply, it shall be subject to financial penalties, expulsion from the Tour, and prohibition from future Tours for a period not exceeding two years upon the recommendation of the Spring Tour Committee and approval of the MBA Board of Directors.

The final decision on all matters of general policy, including Tour promotions and compliance with this Contract, shall be made by the MBA's Executive Director. The Executive Director shall have the full power to make or amend these Rules & Regulations from time to time. Wherever these Rules & Regulations do not cover a situation, the Executive Director shall have the right to make such rulings considered to be in the best interest of the Tour and the MBA. Participant agrees to accept and abide by all Executive Director Rulings.

Each Participant shall comply with and conform to the laws of the State of Wisconsin and the host municipality of the Tour project.

## LEGAL RESTRICTIONS, LIABILITIES & NOTICES

### Accidents & Damages

Participants will be liable for any and all accidents or damage upon the premises entered into the Tour project, including access to the premises. Participant further has the sole authority and responsibility for the security of their Tour project.

### Design Materials

Participant represents and warrants to the MBA that any house or project of the Participant which is a part of the Tour is the product of an original design and that either (i) Participant is the sole owner of such design and/or has the rights, including copyright, in and to the design as represented in the structure, and in the plans, specifications, drawings, advertising and promotional materials for the model (together the "design materials"), or (ii) Participant has received written authority from the owner of the design materials to make use thereof in the manner contemplated by Participant. Participant further represents and warrants to the MBA that Participant has not pledged, assigned or encumbered its rights to the design materials and that the design materials do not violate any copyright, property or common rights of any third parties.

### Hold Harmless

Participant hereby agrees to indemnify, defend and hold harmless the MBA, and its members, officers, directors, agents, and employees, from any and all claims, demands, actions, suits, losses, damages, fines, obligations, liabilities, costs and expenses, including, but not limited to, attorney's and consultant's fees, that are in any way related to: the Design Materials including without limitation, copyright infringement, conversion, trademark infringement, unfair competition and related claims; inclusion of the project; Participant's participation in the Tour; the project site; the performance of Participant, any of its contractors, or subcontractors relating to the project; the failure of Participant to follow any laws; any accident, injury or damage whatsoever occurring in, at or upon the Spring Tour model or lot; any breach by Participant of its obligations under this Contract; and any breach by Participant of the representations and warranties made by Participant relating to the Tour project or lot or this Contract. The MBA makes no representations that the Tour project has been approved by the local municipality. Further Participant releases the MBA from any liability related to participant's failure to follow any laws.

### Miscellaneous

If the MBA waives one or more requirements of this Contract, such waiver shall not be construed as a waiver of a subsequent breach of the same requirement. This agreement shall not be assigned without the prior written consent of the MBA. The laws of the State of Wisconsin shall govern the terms of this Contract. Paragraph and section headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Contract. The individuals signing this Contract on behalf of the Participant represent that they have the authority to bind the Participant to this Contract. The MBA shall be entitled to the attorney's fees it may incur in enforcing the terms of this Contract. Time is of the essence with respect to all dates and deadlines in this Contract.

## GENERAL PROVISIONS

### Membership

In order to participate in the Tour, the Participant shall be a full member, as defined in the MBA bylaws, in good standing with the MBA. It shall not be in a state of suspension, be delinquent in dues, or other monetary obligations to the MBA from the time of signing the Contract through the Tour.

### Dates & Hours of Operation

The promotional dates for the MBA Spring Tour will be **Saturday April 27 and Sunday April 28, 2019, Saturday May 4 and Sunday May 5, 2019 and Saturday May 11 and Sunday May 12, 2019** with remodel projects on **Saturday May 4 and Sunday May 5, 2019 only**.

### Insurance

The Participant shall obtain and furnish to the MBA a Certificate of Insurance naming the MBA as an additional insured insuring bodily injury and property damage liability coverage with limits of at least \$1,000,000 and other reasonable requirements as the MBA may require from an insurance company acceptable to the MBA and proof that Worker's Compensation coverage is held by Participant.

### **Municipal Permits**

An occupancy permit is required to be eligible for this promotion. Exceptions may be made for condominium projects that include a sales center and developments.

### **SALES, MARKETING & PROMOTIONAL LIMITATIONS**

#### **Marketing**

The MBA will have sole authority to market and promote the Tour. Further, the MBA shall have the full authority to utilize the Tour model, project or subdivision as deemed necessary to execute the details of the event.

#### **Marketing References to the Tour**

All marketing and promotional materials, whether or not generated by the MBA, shall spell out in full (if visual i.e. electronic download, print, sign) and state in full (if audio i.e. electronic download, radio, television) the full name of the event: "Metropolitan Builder's Association Spring Tour" at least one time in each advertisement. Subsequent references to the tour in the same ad may be abbreviated to the "MBA Spring Tour".

#### **Promotional Requirements and Deadlines**

Any additional costs incurred because the Participant fails to adhere to promotional requirements and deadlines noted in this contract will be paid by the participant.

#### **Participant Conduct**

Participants and their representatives agree to act in a professional manner during all hours of the Tour. Participant and its representatives will be professionally dressed and identified at all times while working at their model, project or property during the Tour hours. Participants shall cooperate with the MBA and shall not do anything that demeans, disparages or reflects poorly on the Tour, the MBA, the construction industry or the participant company.

#### **Information Accuracy**

Best efforts by the MBA will be made to ensure accurate information in all Tour related publications; however, all Participants will hold the MBA harmless in the event that errors or omissions occur.

#### **Interior Signage**

Participants may only display interior signage that promotes MBA members. Participants can only hand out, but not display, business cards of non-members who provided work or supplies to the model or project.

#### **Awards**

All winners of an MBA Spring Tour award shall use it in the manner prescribed by the Metropolitan Builders Association as follows: (i) Award is the property of the MBA, (ii) winner shall be an MBA member in good standing to promote the Award, (iii) when referencing or advertising the Award, the exact replica of the Award wording shall be used including the year received, and (iv) in the event an Award is given to a company that is later purchased (as defined below), such companies purchased shall abide by these standards and only refer to the Awards as "Award-winning plans or designs". "Purchased" in this provision shall mean the assignment, transfer, conveyance, or sale, whether voluntary or not, of a majority interest or the controlling interest in any corporation, limited liability company, partnership or other business designation who received an Award.

### **PERFORMANCE DEADLINES**

It is the responsibility of the Participant to ensure compliance with the contract and meet the following deadlines. Failure to comply shall result in the applicable penalties being assessed, possible expulsion from the Tour and/or prohibition on future Tours. Any exceptions to these dates or any provisions of this Contract may only be granted by the approval of the MBA Executive Director. Requests shall be in writing directed to the MBA's Executive Director. Any additional costs incurred because a Participant misses any Tour deadlines noted in this contract must be paid by the Participant.

- Contiguous with the contract and no later than **Monday, February 11, 2019**, participant shall submit to the MBA office the required promotional data needed to prepare the newspaper display advertisement, plan book and other promotional materials.
- Participant agrees to supply camera-ready art, in the form of a hi-res photo, acceptable rendering (or photocopy) of his or her model/project for use in the promotion no later than **Monday, February 11, 2019**.
- The Participant shall obtain and furnish to the MBA a Certificate of Insurance naming the MBA as an additional insured insuring bodily injury and property damage liability coverage with limits of at least \$1,000,000 and proof that Worker's Compensation coverage is held by Participant no later than **Wednesday, April 3, 2019**.

#### **The following language must be written in the description box in the COI:**

- Metropolitan Builders Association is listed as an additional insured under your policy General Liability Form.

### **OTHER RULES & REGULATIONS**

- Participant agrees to install directional signs and a model/project identification sign in front of his or her model/project/development (provided by the MBA) during the length of the tour. Any additional signage will be at the participant's option and expense. Tour signs are to be used for participating entries only. If signs are used for other non-tour projects, the participation fee and a \$100 fine will be charged for each non-tour project.
- Participant agrees that the model/project, if applicable, will be opened and staffed by company personnel at least the minimum specified open hours consisting of 12:00 Noon to 4:00 pm on Saturdays and Sundays during the promotion. Failure to have your model/project open during the assigned times will result in the removal of your model/project from the promotion. Does not apply to development entries.
- Participant agrees to accept sole responsibility for the security of his model/project during the promotion.