



Metropolitan Builders Association

## 2020 Parade of Homes

# BUILDER PARTICIPATION CONTRACT

We hereby make application to enter a model in the Metropolitan Builders Association (MBA) 2020 MBA Parade of Homes ("Parade") to be held from August 15 – September 7, 2020 (August 14 is Preview Night). We understand and agree that, that upon acceptance by the Metropolitan Builders Association of Greater Milwaukee, Inc. (MBA), this application becomes a binding Contract. The Builder Participant agrees to comply with all Parade Rules & Regulations and the terms printed in this Contract, all of which are incorporated into and made a part of this Contract and also agrees to comply with such other rules and regulations for the Parade as shall be promulgated from time to time, at its sole discretion, by the MBA. The Builder Participant hereby understands and acknowledges that the purpose of the Parade is to promote the building industry and shall not enter into any sales contracts at the Parade model during the open hours of the Parade. This Contract shall not be final until signed by both the Participant and the MBA, but when so signed, 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 Builder Participant named: \_\_\_\_\_ (Company Name) ("Participant").

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

MBA Executive Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Participant & Model Home Information:** All further Parade 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.

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Model Name: \_\_\_\_\_ Home Style: \_\_\_\_\_  
Parade Subdivision: \_\_\_\_\_ Lot #: \_\_\_\_\_

### Acknowledgement of Contract / Rules & Regulations

Your signature acknowledges that you have read this Contract and the Parade's Rules & Regulations, and accept the terms.

Print Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

### Performance Deposit & Fees (due with contract):

Please note that to receive early bird pricing contracts must be received by the date indicated below. If payment is not received with contract, the MBA will invoice your company for the total. The Performance Deposit is eligible to be refunded based on Participant adhering to the deadlines established in the Rules & Regulations section of the contract. The Participation Fee is non-refundable.

- Performance Deposit: \$5,000
- Participation Fee: \$4,000 due no later than ~~December 12, 2018~~ **November 1, 2019** (Early Bird) / \$5,500 after ~~December 12, 2018~~ **November 1, 2019** (General Pricing)

### Payment

Parade of Homes payments must be made by check. Credit card payments are not allowed. Enclose a check payable to the 'Metropolitan Builders Association' for the following amount and mail to 'Metropolitan Builders Association, Attn: Kathy Raab, N16 W23321 Stone Ridge Drive, Waukesha, WI 53188':

- Early Bird Pricing: \$9,000 received by the MBA no later than November 1st, 2019.
- General Pricing: \$10,500 received by the MBA after November 1st, 2019.

**Do Not Complete this Section. For MBA Use Only.**

Amount: Received: \_\_\_\_\_ Date: \_\_\_\_\_ Check #: \_\_\_\_\_

Accepted by the MBA once paid in full.

## Rules & Regulations

### APPLICABILITY

These Rules & Regulations are part of your signed Participation Contract. By signing the Parade of Homes Participation Contract, you are agreeing to abide by all Rules & Regulations specified in this document. Monetary fines will be applied and possible expulsion from the Parade 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, within its sole discretion. Wherever these Rules & Regulations do not cover a situation, MBA's Executive Director shall have the right to make such rulings that are considered to be in the best interest of the Parade, and the Participant agrees to accept and abide by such rulings. Participant agrees to comply with all Rules and Regulations of the Parade. If a Participant fails to comply, it shall be subject to financial penalties, expulsion from the Parade, and prohibition from future Parades for a period not exceeding two years upon the recommendation of the Parade Committee and approval of the MBA Board of Directors.

The final decision on all matters of general policy, including Parade 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 Parade 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 Parade.

### LEGAL RESTRICTIONS, LIABILITIES & NOTICES

#### Accidents & Damages

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

#### Design Materials

Participant represents and warrants to the MBA that any house of the Participant which becomes a part of the Parade 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, volunteers, ~~temporary~~ temporary staff, 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 model in the Parade; Participant's participation in the Parade; the Parade site; the performance of Participant, any of its contractors, or subcontractors relating to the Parade; the failure of Participant to follow any laws; any accident, injury or damage whatsoever occurring in, at or upon the Parade 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 Parade Model or lot or this Contract. The MBA makes no representations that the Parade Site has been approved by the local municipality. Further Participant releases the MBA from any liability related to builder'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 Parade, the Participant shall be a full builder 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 Parade. In order to become eligible to participate in the Parade, Participants must be either (1) an MBA Full Builder member in good standing by December 31 of the calendar year prior to the year in which the Participant signs this Contract, or (2) have been a member in good standing of the Wisconsin Builders Association during the past two consecutive years and a current MBA Builder member. The MBA Executive Director has the right to waive the membership requirement in its sole discretion.

### Event Participation

Participation in the Parade is contingent upon the MBA Board of Director's approval and the formal acceptance of the Contract. The MBA may accept or deny an application at its sole discretion. Participant shall submit to the MBA office the builder performance deposit plus participation fee for each model entered. Participant is limited to two (2) models per subdivision.

### Dates & Hours of Operation

The Parade will operate August 15 through September 7, 2020, or such other dates established by the MBA Board of Directors. Open hours for the public shall be 11:00 a.m. to 5:00 p.m. Saturdays, Sundays and Labor Day, and 4:00 p.m. to 8:00 p.m. Monday through Friday, with the exception of Labor Day. Open hours for the Preview Night (Friday, August 14, 2020) shall be 4:00 p.m. to 7:00 p.m. These hours are subject to change upon recommendation of the Parade Committee and approval by the Board of Directors. Participant agrees that if model home is not open during the official open hours of the Parade, it shall be the right of Parade Site Staff to open the model at the official opening hours and leave it unattended. The Participant shall hold the MBA harmless from any damage or liability whatsoever. The Participant shall be responsible for locking and securing of said model at the official closing hour. Participant also agrees to take sole responsibility for opening and staffing model during official Parade hours. Failure by the Participant to open and staff their Parade model during the official hours of Parade, as noted above, including Preview Night, will result in a \$250 fee being assessed per occurrence without prior consent of the MBA Executive Director. During the Parade, Parade models shall only be open during regular event days and hours.

### Construction Activities

All construction activities must stop by 2:00 p.m. on weekdays and 9:00 a.m. on weekends and Labor Day during the Parade of Homes. Buyer shall ensure all debris is disposed of properly and the streets in front of the lots are swept clean of mud and stone. Lawn maintenance and sprinkling of lawns, trees, and shrubs shall not take place during Parade open hours. Participants and builder trade contractors shall be aware of municipal restrictions such as water usage limits. Non-compliance with this rule will result in a fee of \$250 for the first offense, \$500 for the second offense, and \$1000 for each offense thereafter with notification by the MBA to the builder in question.

### Parade Participant Meetings

The Participant is required to attend all of the Parade Participant Meetings. Meetings will be held monthly or bi-monthly up until the Parade begins. Representation at the committee level does not need to be the signer of this Contract. Representation can be by anyone assigned by the Participant to attend the meetings. Non-compliance with the attendance rule noted above will result in a \$250 fee being assessed per occurrence.

### Career Day

All onsite construction activities are restricted during MBA Career Day. This is an event held at each of the Parade sites for one day, depending on access and availability. Participants will be notified of the final date of Career Day pertaining to their Parade location no later than 45 days prior to this event. If your house site is not in the area of Career Day activities, you will be notified that you may continue work on that day. Participants may request special consideration for this requirement due to unforeseen hardship. Any modifications or waivers to this requirement is at the sole discretion of the MBA Executive Director. Non-compliance with this requirement will result in a \$500 fee being assessed per occurrence with notification by the MBA to the participant builder in question.

### 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.

### Complimentary Event Tickets

Each Participant shall receive 75 complimentary tickets to Parade and 75 tickets to the Preview Night. Preview Night tickets are not transferable for complimentary tickets.

## MUNICIPAL PERMITS

Participant shall strictly comply with the permit deadline requirements described in this Contract.

## LOT SELECTION

Parade lots shall be secured by "Vacant Land Offers to Purchase" on a first-come, first-served basis.

## MODEL HOME & PROPERTY

### Character & Appearance

The MBA reserves the right to decline or prohibit any home or accessory which is not keeping with the character of the general Parade regulation, at the [MBA](#) Executive Director's sole and exclusive discretion.

MBA shall have the right to require Participant to make alterations or corrections to Participant's Parade model if the MBA believes, in its sole and absolute discretion that the interior and/or exterior presentation of the Parade model detracts from the Parade or reflects poorly on the MBA or the construction industry. In such event, the MBA shall, in writing, request Participant to make alterations and/or corrections to the Parade model. If Participant fails to timely make such requested alterations or corrections, then the MBA shall make such corrections and alterations on behalf of Participant and the costs incurred by the MBA in making such alterations and corrections shall be the responsibility of Participant and shall be paid in full by the Participant upon billing.

### Association Use

Participant hereby acknowledges and agrees that selected Parade model garages, at the direction of the MBA, will be utilized for promotional materials storage and sponsor displays. Garages are restricted as a staffed exhibitor area by Participants. The MBA reserves the right to select garages most advantageous for the event operation. Further, the MBA can utilize participant's driveways to place automobiles, or other featured vehicles or displays, through the duration of the Parade at the MBA's sole discretion. No other vehicles or displays are allowed in the driveways or garages without the prior written approval of the MBA's Executive Director.

### Lawn Maintenance & Sprinkling

### Security

Participant shall be solely responsible for security of its model and property, both during construction and while used as a Parade model.

### Portable Toilet – During Construction

Participant shall obtain and maintain one portable toilet during construction and shall not use other adjacent Participant's facilities. If Participant does not arrange for a portable toilet, the MBA has the right to order a portable toilet and charge the Participant.

## SUBCONTRACTORS, SUPPLIERS & BUILDER AGENTS

### Use of MBA Members

The Association encourages Participants to exclusively utilize MBA member suppliers and subcontractors for the Parade models. Special benefits and discounts are provided to Parade builders for their participation in this MBA program. Contact the MBA for information about the Partners In Excellence program.

### Entry of Other Builder Models

Participant's subcontractors, suppliers, builder agents, and the Participant shall not enter other builder's models prior to the Parade opening.

### Participant Conduct

Participants and their representatives agree to act in a professional manner during all hours of the Parade. Participant and its representatives will be professionally dressed at all times while working at the model during the Parade Hours. During construction and the Parade, Participant shall ensure that Participant's representatives, subcontractors and suppliers, shall cooperate with the MBA and shall not do anything that demeans, disparages or reflects poorly on the Parade, the MBA, the construction industry, the Participant builders or subcontractors. Any violation of this provision, as deemed by the Executive Director, may result in [financial](#) penalty, expulsion from the Parade, and/or disqualification from future Parades.

## SALES, MARKETING & PROMOTIONAL LIMITATIONS

The MBA will have sole authority to market and promote the Parade. Further, the MBA shall have the full authority to utilize the Parade site as deemed necessary to execute the details of the event. 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 Builders Association's Parade of Homes" at least one time in each advertisement. Subsequent references to the Parade in the same ad may be abbreviated to the "MBA's Parade of Homes."

### Sales Contracts

~~The Participant hereby understands that the purpose of the Parade is to promote the building industry. The Participant agrees not to enter into any sales contracts at the Parade model during the open hours of the Parade.~~

### **Non-Parade Models**

If a Participant has another model that is not the model home described on page one of this agreement in any of the Parade subdivisions, that model(s) cannot be used for the purposes of having an "open house" during the Parade during the open hours of the Parade.

### **Open House**

Models located in the same subdivision of the current year Parade of Homes shall not hold an "open house" during the duration of the event. Private showings are allowed.

### **Early Completion & Display**

Prior to the opening of the Parade, participant may not open the Parade model for viewing purposes, except for pre-scheduled individual single-party private showings.

### **Information Accuracy**

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

### **Exterior Signage**

Only MBA approved exterior event signs shall be used in order to assure site uniformity. Participants may not enhance or modify these signs. Only MBA member signage will be allowed. The MBA will provide the builder a warning for any signage violations. A \$250 fine per occurrence shall be assessed, if signage reappears after the warning.

### **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. The MBA will provide the builder a warning for any signage violations. A \$250 fine per occurrence shall be assessed, if signage reappears after the warning.

### **Refreshments, Beverages or Food**

Participant shall not distribute any type of refreshments, beverages or food items to Parade attendees during the public event. This is to ensure that the event is not in violation of any local, state or federal health and safety codes and to limit the damage to model homes. A \$250 fine per occurrence will be assessed.

### **Promotions**

Participant shall not distribute any type of give-away promotion without the prior express written consent of the MBA's Executive Director. A \$250 fine per occurrence will be assessed for violations of this rule.

### Shoes/Footwear

Participant shall make reasonable accommodations for attendees who require orthotic shoes or other special footwear.

### **Awards**

All winners of an MBA Parade Award shall use the award 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 Parade and/or prohibition on future Parades. Any exceptions to these dates or any provisions of this Contract may only be granted by the approval of the MBA’s Executive Director. Requests shall be in writing directed to the MBA’s Executive Director. An on-site inspection will be made by MBA staff to ensure compliance with the interior and exterior completion deadlines. All other deadlines will be tracked by the date received. Any additional costs incurred because a Participant misses any Parade deadlines noted in this contract must be paid by the Participant.

- Building Permit:** Participant shall have a building permit  
**Deadline:** no later than ~~February 28, 2019~~ January 6, 2020  
**Penalty:** Forfeiture of \$1,000
  
- Submission of Model Plan Book copy:** Builder History Profile, Model Description, Quick Facts, Best Room nomination, Partners in Excellence list, and other promotional Information as requested by MBA.  
**Deadline:** ~~April 12, 2019~~ 13, 2020 (tentative)  
**Penalty:** Forfeiture of \$500 and Builder Participant information not included in the Plan Book.
  
- Approval of Model rendering and floor plan(s) for Plan Book** (renderings and floor plans to be produced by outside vendor chosen by the MBA).  
**Deadline:** ~~May 3, 2019~~ 14, 2020 (tentative)  
**Penalty:** Forfeiture of \$500 and Builder Participant information not included in the Plan Book.
  
- Provide Certificate of Insurance**  
**Deadline:** no later than ~~May 31, 2019~~ 29, 2020  
**Penalty:** Forfeiture of \$500.
  
- Provide (2) sets of model home keys**  
**Deadline:** no later than ~~July 31, 2019~~ 2020  
**Penalty:** Forfeiture of \$500.
  
- Completion of Model – Exterior:** To be completed, each Parade model shall be painted and stained, and landscaped including hard surface driveway. Front and side yards must be sodded, and back yards can be seeded unless adjacent to consumer event route. Landscaping must be photo-ready. Sod rules on the sides of homes larger than 1 acre may be reconsidered, but the appearance to the homes adjacent to the home must be maintained. To be reconsidered for this rule, you must request a variance by the Executive Director no later than August 1.  
**Deadline:** no later than ~~August 7, 2019~~ 12, 2020 at 11:59 p.m.  
**Penalty:** Forfeit Full Performance Deposit
  
- Completion of Model - Interior:** Completion of all interior and exterior accessories and final changes. **All principal rooms shall be fully furnished.** Furnishing of secondary bedrooms will be at the discretion of individual Participants. Models must be photo-ready and available for photographs to be taken by MBA staff for the purposes of marketing the Parade of Homes. Note that the photographs will be made available to builders when received from the photographer, but the MBA does not guarantee that photographs will be taken of the entire home or each room and are not meant to replace photographs the builder may want for their own marketing purposes.  
**Deadline:** no later than ~~August 7, 2019~~ 12, 2020 at 11:59 p.m.  
**Penalty:** (i) Not permitted to participate in this year’s Parade, (ii) Forfeit Full Performance Deposit, (iii) Reimburse any expenses incurred by the MBA, (iv) Prohibited from opening a model on this lot for a period of 90 days after the conclusion of the Parade that the Builder Participant intended to participate, (v) prohibition on participating in the Parade of Homes during the next two (2) consecutive years, and (vi) prohibition on participating in any MBA sponsored consumer promotion (i.e. Home Building & Remodeling Show, Spring Tour of Homes, et al.) Further, Builder Participant shall reimburse the Developer for any discounts or benefits received by being involved with the Parade (i.e. not limited to lamp posts, mailboxes, fees paid by the developer).
  
- Provide copy of occupancy permit**  
**Deadline:** no later than ~~August 7, 2019~~ 12, 2020  
**Penalty:** Forfeit Full Performance Deposit
  
- Withdrawal from Parade:** This section applies in circumstances where a builder has signed the MBA’s Builder Participation Contract, paid the applicable fee and performance deposit, and has an accepted lot Offer to Purchase.  
**Penalty:** (i) Not permitted to participate in this year’s Parade, (ii) Forfeit Full Performance Deposit, (iii) Reimburse any expenses incurred by the MBA, (iv) Prohibited from opening a model on this lot for a period of 90 days after the conclusion of the Parade that the Builder Participant intended to participate, (v) prohibition on participating in the Parade of Homes during the next two (2) consecutive years, and (vi) prohibition

on participating in any MBA sponsored consumer promotion (i.e. Home Building & Remodeling Show, Spring Tour of Homes, et al.) Further, Builder Participant shall reimburse the Developer for any discounts or benefits received by being involved with the Parade (i.e. not limited to lamp posts, mailboxes, fees paid by the developer).