

# PARTICIPATION AGREEMENT

## General Terms (Eligibility):

1. In order to be eligible to participate in the Parade of Homes<sup>SM</sup>, building firms must have completed five homes for satisfied customers and must be a member in good standing (a member in good standing means that I have no accounts receivable balance and dues are current and I have provided the BATC with a photocopy of my current MN Residential Contractor License). Class C builders are not eligible for participation. Exception: Builders who are exempt from MN Residential Contractor License requirements (Class D/E builders), see and submit Class D/E Builder Warranty/Entry Requirements form. I hereby agree to abide by the following rules and regulations.
2. I understand that all builders or developers who have an active ownership interest in the Parade of Homes<sup>SM</sup> entry, or who share in the profits from the sale of the Parade of Homes<sup>SM</sup> entry, must be members in good standing of the Builders Association of the Twin Cities and adhere to membership guidelines for participation.
3. My home entry is new and has never been occupied. Exception: A home that had an existing foundation and no standing framed walls will be allowed to enter and must be listed to reflect the current market price. Exception: Condos/lofts being refurbished may retain existing load bearing elements only. All other rules apply.
4. I agree to carry liability insurance, minimum amount of \$100,000 on my Parade Home<sup>SM</sup> from September 11 to October 4, 2009. I understand that a copy of this certificate of liability insurance is a requirement for entry and that the certificate must be submitted by final proof deadline. I understand and agree that if I do not provide a certificate of liability, I will not open my home to the public, I am in violation, and the penalty may include loss of eligibility for up to two Parade of Homes<sup>SM</sup> events and probation for up to three years.
5. All homes, with the exception of the Builders Outreach Foundation Dream Home(s), will be free to the public.
6. Entries with a wheelchair-visitable icon must accommodate all visitors, including those in wheelchairs or other mobility devices. Failure to do so will result in a minimum loss of eligibility for one Parade of Homes<sup>SM</sup> event.

## Deadlines & Proofs:

7. The entry deadline is Wednesday, May 20, 2009. If my entry is not received by May 20, I agree to pay a \$100 per day penalty, with a maximum of a five (5) day/\$500 penalty.
8. Proofs should be signed by the licensed builder or authorized representative and must be returned to the BATC office by the date noted on the proofs. The deadline to move to another city is my first proof deadline. If signed proofs are not returned, any mistakes in the printed book will be my responsibility. If a FINAL proof is not returned, I agree that my entry will be bannered not available for showing. I agree that any errors or omissions concerning my home(s), the maps, or my firm in the guidebook, or in any related advertising, press releases, etc., will be limited to a maximum refund of my event entry fee. I agree to call any errors to the attention of the BATC in writing by September 14, 2009.
9. I agree that the pullout date for removing my entry from the Parade of Homes<sup>SM</sup> guidebook is Thursday, June 25. After that date, my entry fee will not be returned and the home will appear in the guidebook. A letter must be

received by the BATC office by June 25. There are no exceptions to this rule. Prior to this date, I will receive a refund of all but the \$100 administrative fee.

10. I agree that all information on the entry form, proofs, and award forms will come from the builder and that its accuracy will be my responsibility. The illustration and description must accurately reflect the home as shown and not be misleading to the consumer. The penalty for violation of this rule may include probation for up to three years.

## Pricing & Price Discrepancies:

11. I understand that the price in the Parade of Homes<sup>SM</sup> guidebook is the reproducible price of the house and lot entered "as shown," excluding only furniture, window treatments, specialty painting, wallpaper, interior design fees, free-standing appliances and free-standing audio/video/visual components. All "built-ins," including built-in appliances, landscaping and lawn sprinkler systems are included in the price as well as architectural fees, paid specials, financing and commissions. Wallpaper and specialty painting can be excluded in the price if I display in the home or post in my pricing/feature brochures that the wallpaper and/or specialty painting is not included in the price. There will be no misleading or confusing pricing. The penalty for violation of this rule may include loss of eligibility for up to two Parade of Homes<sup>SM</sup> events and probation for up to three years.
12. I understand that if I am in violation due to a price discrepancy (i.e., price on hand-outs, brochures, the internet, or MLS higher than the published guidebook price), the penalty may include loss of eligibility for up to two Parade of Homes<sup>SM</sup> events and probation for up to three years. I AGREE TO OFFER MY PARADE HOME<sup>SM</sup> OR DUPLICATION OF PARADE HOUSE FOR SALE FOR NO MORE THAN THE PRICE APPEARING IN THE PARADE OF HOMES<sup>SM</sup> GUIDEBOOK ON AN EQUALLY-VALUED LOT (LOT COST & REQUIRED SITE IMPROVEMENTS) THROUGH THE LAST DAY OF THE EVENT (THIS INCLUDES BANNERED HOMES).

## Home Completion Requirements:

13. If my home is incomplete and not bannered, I am in violation, and I will receive a penalty.
  - a) If I call and notify in writing the incomplete home, by noon the day before the event starts, then once I provide evidence to BATC that I am totally finished and have had a final inspection and/or received a certificate of occupancy, I may open my home with the BATC signage.
  - b) If I do not notify the BATC prior to the start of the event, and it is discovered that my home is incomplete, then I must turn in all signage and will not be allowed to be open with any BATC signage.

In both cases I am in violation, and the final penalty will be assessed by the Parade of Homes<sup>SM</sup> Administration Committee.

14. If the entry is bannered and I complete the home during the event, I will be able to open when I provide evidence, acceptable to BATC, that the home is complete, and I complete and return the BATC Certification Form and a member of the Parade of Homes<sup>SM</sup> Administration Committee has confirmed completion of the home. A complete house is one on which all items are completed and the builder could qualify for a certificate of occupancy from the city. A copy of the certificate of occupancy may be requested by the BATC if a home is alleged to be incomplete under BATC rules. A copy of the

certificate of occupancy will not be requested by BATC unless a home is alleged to be incomplete under BATC rules.

15. If a home needs to be bannered "not available for showing", a letter must be submitted along with evidence of an approved building permit, to show that my entry was made in good faith. The deadline for noting "incompletes" is Tuesday, July 21, 2009. There is no penalty for bannering my entry with an approved building permit. Lack of good faith about the completion of this home is a rule violation and subject to penalties. No signs will be issued for bannered entries.
16. I will ensure that the grounds surrounding my entry, within my control, are neat and orderly. Additionally, a "class 5" roadway and "class 5" driveway or boardwalk must be in place to provide safe access to the home. I will not work on the home, inside or outside, during Parade of Homes<sup>SM</sup> hours.
17. My home may be inspected by a representative from the BATC to ensure that the home is open during Parade hours, is the same price as listed in the magazine guide, and is complete. I understand that the representatives have a camera, and have the right to take pictures of any suspected rule violation inside or outside of my home.
18. If I cannot complete my home for any reason, I will notify the BATC in writing by noon on Thursday before the event starts. If the inside and outside of my home is finished, but does not have final hook-ups to electric, sewer, water or gas, the house may still be shown, if no safety hazards are presented, and the BATC is notified in writing. Temporary heat and electric must still be provided to the home.

**Exception for Spring Preview<sup>SM</sup> only:**

19. For the Parade of Homes Spring Preview<sup>SM</sup> the only exception to the completion requirements are sidewalks, driveways and stucco application. Additionally, a "class 5" roadway and "class 5" driveway or boardwalk must be in place to provide safe access to the home. A copy of the certificate of occupancy will not be requested by the BATC unless a home is alleged to be incomplete under BATC rules.
20. In the event of inclement weather, where school closings and travel advisories are announced, BATC will send a broadcast email to advise participants that if there is a situation they feel could pose a safety issue to themselves or consumers, BATC should be notified of any entry closures. Because of the large geographic area of our event, please note that penalties may still be imposed if the location of the entry is outside of the warning areas.

**Awards:**

21. Award-winning entries are not eligible for participation in future award competitions.
22. The BATC has the right to revoke any award given if I am found to be in violation of this Participation Agreement.

**Signage & Hours:**

23. I agree that my home will be staffed and open for public viewing during all Parade of Homes<sup>SM</sup> hours. I also agree that my home will be complete and ready for showing by 12 noon, Friday, September 11, the opening day of the 2009 Parade of Homes Fall Showcase<sup>SM</sup> and that my Parade of Homes<sup>SM</sup> yard sign will remain posted and clearly visible for the duration of the event.
24. Directional signs can be placed Thursday, September 10, 2009, and must be removed by Monday, October 5, 2009, by 5 p.m. Builders who have signs remaining after 5 p.m. will be penalized \$10 per sign, with a maximum penalty of \$45 per entry. I agree to abide by the current sign placement policy of the BATC as described in the Parade of Homes<sup>SM</sup> Information Guide. I will not create signs in the style or colors of the Parade of Homes<sup>SM</sup> signage for any homes that are not entered in, open and staffed during the Parade of Homes<sup>SM</sup>.
25. The large metal yard sign must be placed near the entrance of the Parade model in order to better direct consumers to my entry. My metal sign may be used after the event as a marketing tool until one week prior to the start of the next new construction Parade of Homes<sup>SM</sup> event.
26. Included in my entry fee is a \$45 sign escrow fee which will be returned to me after I return my directional signs to the BATC office 2960 Centre Pointe Dr., Roseville MN 55113. I will return my signs by Friday, October 16, 2009. The directional signs remain the property of the Builders Association and can be removed for cause.

**Early Sale of Home:**

27. If I sell my home prior to the start of the event but after final proofs are returned and allow the buyer to add upgrades after the price change deadline, I may still be judged in the award competition at the new sale price of the home. A letter and a copy of the purchase agreement must be submitted to the BATC office ten days prior to the start of the event. An explanatory sign with the new price must be provided by the BATC and must be displayed in my home. There is no penalty if I follow this procedure. I cannot change the price after the price change deadline if I sell my home to anyone employed by my company.
28. If I have sold my home and the buyer wants to move in prior to or during the event, I will provide the BATC with a copy of the purchase agreement showing the closing date and the dates the home will not be open to the public. I understand I must provide a BATC approved sign notifying the consumer the home is sold and unavailable for showing.

**By signing this form, I acknowledge I have read and understand the rules of participation in the Parade of Homes<sup>SM</sup> event and the violation of these rules may lead to loss of eligibility for future Parade of Homes<sup>SM</sup> events, loss of eligibility for award participation, and imposition of a period of probation.**

Member Company Name	
Signature of licensed builder or authorized representative	
Print Name	
Phone	License Number