

# DEVELOPMENT PARTICIPATION AGREEMENT

**Development Entry General Terms (Eligibility):**

1. To enter a new development, the company submitting the entry must be the fee owner of at least one portion of the development and there must be an approved preliminary plat. All entries that do not meet this requirement by the bannering date must banner their entry not available for showing at the final proof deadline date of January 7, 2010.
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 sales, must be members in good standing of the Builders Association of the Twin Cities and adhere to membership guidelines for participation. At least one copy of a MN Residential Contractor/Remodeler license by a BATC member must be submitted with the entry, unless the project is by a BATC Class D/E builder.
3. I agree to have an on-site sales facility (sales trailer, model center, or alternative building type) that is safe for consumers to visit and permitted by the appropriate municipality if necessary.
4. I agree to carry liability insurance, minimum amount of \$100,000 on my entry from March 5 to March 28, 2010. 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 sales center 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 entries, with the exception of the Builders Outreach Foundation Dream Home(s), will be free to the public.

**Deadlines & Proofs:**

6. The entry deadline is Wednesday, November 4, 2009. If my entry is not received by November 4, I agree to pay a \$100 per day penalty, with a maximum of a five (5) day/\$500 penalty.
7. Proofs should be signed by the 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 entry(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 March 8, 2010.
8. I agree that the pullout date for removing my entry from the Parade of Homes<sup>SM</sup> guidebook is Thursday, December 10. After that date, my entry fee will not be returned and the entry will appear in the guidebook. A letter must be received by the BATC office by December 10. There are no exceptions to this rule. Prior to this date, I will receive a refund of all but the \$100 administrative fee.

**Availability Requirements:**

9. If my entry is unavailable and not bannered, I am in violation, and I will receive a penalty.
  - a) If I call and notify in writing, by noon the day before the event starts, that the sales center will be unavailable, and if the sales center becomes available during the event, I may open 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 entry is unavailable, 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.

10. If the entry is bannered and a sales center becomes available during the event, I will be able to open when I complete and return the BATC Certification Form. No signs will be issued for bannered entries.
11. 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 sales center.
12. My site may be inspected by a representative from the BATC to ensure that the entry is open during Parade of Homes<sup>SM</sup> hours. I understand that the representatives have a camera, and have the right to take pictures of any suspected rule violation.

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

13. 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.

**Signage & Hours:**

14. I agree that my sales center will be staffed and open to the public during all Parade of Homes<sup>SM</sup> hours, Friday, March 5 through Sunday, March 28.
15. Directional signs can be placed Thursday, March 4, 2010, and must be removed by Monday, March 29, 2010, by 5 p.m. 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>.
16. The large metal sign must be placed near the sales center in order to better direct consumers to my entry. My Parade of Homes<sup>SM</sup> yard sign will remain posted and clearly visible for the duration of the event. 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.
17. 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, April 9, 2010. The directional signs remain the property of the Builders Association and can be removed for cause.

**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, and imposition of a period of probation.**

Member Company Name	
Signature of Authorized Representative	Date
Print Name	Phone Number