

JUNE 2021 PARADE OF HOMES™
BUILDER CONTRACT
(Revised October 2020)

Association: Tyler Area Builders Association
1504 West Grande Blvd.
Tyler, Texas 75703
903-561-3964

Builder's Name & Address: _____

Builder's Number- Work: _____
Cell: _____
Email: _____

Entry Address: _____
Street

Entry Location: _____
Subdivision

Parade Dates: June 5th-13th, 2021

Parade Times:	Monday-Thursday	5:00 p.m.-8:00 p.m.
	Friday	3:00 p.m.-8:00 p.m.
	Saturday	10:00 a.m.-6:00 p.m.
	Sunday	2:00 p.m.-6:00 p.m.

Whereas, the Tyler Area Builders Association (also known as TABA) annually presents the "Parade of Homes™", a program established for the benefit of the Association's communities and its local building industry; and,

Whereas, the Tyler Area Builders Association relies upon the participation of local builder members of the Association for the continued vitality of the Parade of Homes™ and the Tyler Area Builders Association; and,

Whereas, the Tyler Area Builders Association intends to promulgate rules and regulations for the Parade of Homes™, which, when promulgated, are automatically incorporated into this agreement.

NOW, THEREFORE, the parties agree to the following contract terms:

1. Entry Fee: A total Early Bird entry fee of \$2,500 is to be submitted by Builder for contracts submitted on or before 4:00 pm on Thursday, January 28, 2021. The entry fee includes a non-refundable fee of \$2,000 to the Association and an additional refundable fee of \$500 to be returned on the later of the last day of the Parade of

Homes™ or when all supplies, tickets and money have been returned, provided Builder has complied with all the rules, regulations and deadlines. A total entry fee of \$3,000 is due for any contract submitted after January 28, 2021 and before 4:00 pm on Thursday, February 25, 2021. THIS IS THE FINAL CONTRACT SUBMITTAL DATE AND NO APPLICATION WILL BE ACCEPTED AFTER THIS DATE. The entry fee includes a non-refundable fee of \$2,500 to the Association and an additional refundable fee of \$500 to be returned on the later of the last day of the Parade of Homes™ or when all supplies, tickets and money have been returned, provided Builder has complied with all the rules, regulations and deadlines.

2. Presentation: The Tyler Area Builders Association will promote the Parade of Homes™.

3. Open House:

A. Builder will keep his home open to the public at all times as established by the Parade of Homes™ Committee during the Parade of Homes™. Builder will have a representative in the home when it is open for viewing by the public.

B. Parade homes must remain open during all Parade hours. If a home is closed at any time during the established Parade hours this will be considered a breach of contract and the parties hereto agree that all fees and deposits paid by Builder will be retained by TABA.

4. Limitation of Homes: No more than four (4) homes per builder member can be entered.

5. Builder Information:

A. On or before the contract submittal date, in addition to the contract and entry fee, Builder must submit to TABA a digital floor plan and elevation for each home to be built on the “entry location”.

B. On or before 4:00 pm on Thursday, March 4, 2021, Builder must submit to TABA the following: **(information must be provided electronically by e-mail, in Microsoft Word format-the forms for the “sub list” and the “amenities” list must be the 2021 forms supplied, no exceptions)**:

1) Names of suppliers and subcontractors (the “sub list”); and

2) Physical address and provide latitude & longitude of home location and complete detailed turn by turn directions. **A screen shot of google maps is not acceptable.**

3) One color picture of Builder; _____ Use same picture _____ Will provide new picture or _____ New headshot at Builder photoshoot (select one)

4) Amenities List of up to 12 bulleted items (no more than 7 words per line);

Failure to submit any of the above documents by the required date will result in the forfeiture of \$500 of the required refundable fee.

C. Builder may change the address of the entry at any time between January 28, 2021 and 4:00 pm on Thursday, March 18, 2021 (the final date to withdraw with no penalty). An additional non-refundable fee of \$500 + the cost of a new rendering will be paid to the TABA for each change. Switching the location of the entry, floor plan and/or elevation after the March 18, 2021 deadline will constitute Builder not meeting deadline.

D. When proof is ready, builder will be required to approve the Parade of Homes™ Magazine Builder Page in person. There will be no final proofs signed off electronically, only in person.

6. Price range of home:

Sold _____ OR For Sale _____

Under \$200,000 _____ \$200,000-\$300,000 _____ \$300,000-\$400,000 _____
\$400,000-\$500,000 _____ \$500,000-\$600,000 _____ \$600,000-\$700,000 _____
\$700,000+ _____

7. The entry must be a new site-built construction home and have never been occupied, and will not be occupied

during the Parade of Homes™ dates.

8. In the event the home is located in a subdivision that is either gated or has restricted access, builder must obtain written approval and submit the written approval to TABA from the applicable authority for the subdivision within 30 days of the entry submittal date that insures that all patrons of the Parade of Homes shall have free and uninterrupted access to the subdivision at all times during the Parade of Homes. If Builder fails to deliver written approval to TABA on or before 4:00 p.m. on March 18, 2021, Builder shall be deemed to have withdrawn from the Parade of Homes™ and Builder shall pay the cost of any completed artist rendering. If at any time thereafter, TABA determines in its discretion that access to the subdivision is not satisfactory, Builder will be in breach of this Contract and the parties shall proceed as if Builder has withdrawn after March 18, 2021.

9. Remodels: For a remodeled home to be eligible for the Parade of Homes™ all of the following must apply:

- A. Must affect at least 50% of heating and cooled space of existing home or increase the appraised value by 50%.
- B. Must include remodel of kitchen and/or bath.
- C. Entry must be approved by the Parade of Homes™ Committee prior to submittal.
- D. Must include structural changes, additions or some type of major change and be of interest to the public.
- E. Must not be occupied during the Parade of Homes™ dates.

10. Withdrawal:

- A. Builder agrees that the withdrawal date for removing the entry from the Parade of Homes™ magazine is 4:00 pm on March 18, 2021. If a home is withdrawn after that date, the entry fee will not be returned and the home will appear in the magazine. To withdraw from the Parade with no penalties, other than any expense incurred by the Association, the TABA Office must receive a written letter by 4:00 pm on March 18, 2021. Builder shall pay the cost of any completed artist rendering.
- B. If a home is officially withdrawn AFTER the above date and BEFORE the printing deadline, it will be either marked “Not Available to Show” on the Builder’s page in the magazine, or taken out of the magazine and replaced with a full-page ad. This decision shall be completely up to TABA. Builder will be responsible for the ad preparation cost as well as the cost of a full-page magazine ad, discounted to \$500 if withdrawn before the printing deadline. Builder will be responsible for all expenses incurred by TABA as a result of the withdrawal of a home after the withdrawal deadline.
- C. Any home not ready to show or not open at the opening time of the first day of the Parade of Homes™ shall be considered withdrawn.
- D. Withdrawing a home from the Parade of Homes™ after March 18, 2021 will result in the Builders loss of all deposits/fees. Homes open when marked “Not Available to Show” will not be sanctioned by the TABA.

11. Completion Requirements:

- A. The Builder must complete construction of the home by noon on Friday (June 4, 2021) prior to the opening day of the Parade of Homes™. The Parade of Homes™ Committee will make initial inspections of the homes beginning Tuesday (June 1, 2021) prior to the opening of the Parade. If necessary, further inspections will be made up to noon on Friday. Any home deemed not complete by the Parade of Homes™ Committee upon its last inspection prior to the opening of the Parade of Homes™ shall be withdrawn from the Parade by the TABA Executive Committee. Should the home be withdrawn by the Executive Committee after the magazine has been approved for publication,
 - 1) A “Not Available to Show” sign will be placed in the Parade of Homes™ yard; and
 - 2) TABA Staff will e-mail notification that the home has been withdrawn to all other Parade builders and provide a flier suitable for printing that can be printed and passed out to attendees.
 - 3) The Builder will not be able to show the home; and

- 4) If Builder ignores the decision of the Executive Committee to pull the home from the Parade and continues to show the home in violation of the Parade of Homes™ Contract, Builder will be disqualified from the next year's Parade of Homes™, as well as face possible revocation of his/her membership in Tyler Area Builders Association.

B. A completed home is one for which Builder has secured a certificate of occupancy from the city and/or one which meets all mortgage appraisal standards. This includes all plumbing, floor coverings, painting and staining, carpentry, hardware, electricity, landscaping, appliances, etc. The home must be ready to be occupied by a new homeowner.

C. Landscaping shall include, at a minimum, ground cover within a reasonable perimeter of the home, sodded grass or hydro mulch at least one inch tall average height, complete in front with shrubbery and seasonal flowers. Back of home landscaping is optional but must be graded and clean.

D. Exterior of home (brick, etc.) shall be 100% complete. Home must have permanent services for water and electricity.

E. Completion shall also include removal of all trash and debris from the interior and exterior of home and garage. Interior and exterior shall be neat and orderly. Port-a-potties, excess materials, etc. must be removed. All swimming pools shall be 100% complete.

12. Remedies: Unless otherwise provided herein, if Builder breaches this contract or the rules incorporated herein, Builder shall lose any current deposit and entry fee, and the Association may disqualify the Builder from participation in the following year's Parade of Homes. Builder's sole remedy for any breach of this contract by the Association is a refund of Builder's deposit and entry fee.

13. Non-Members/Advertisers: Subcontractors, realtors, and suppliers who are not TABA members-in-good-standing will not be listed in the Parade of Homes™ magazine and may not advertise any product or service in any form in a Parade home. If a non-member advertises at a Parade home, any product or service in any form, Builder of that Parade home shall be responsible for the non-member's dues, payable to TABA no later than 30 days from the last day of the Parade of Homes™. If Builder fails to timely remit payment the full refundable fee of \$500 will be retained by TABA.

14. Advertising Prior to Parade: Builder cannot advertise the address of Parade homes prior to the show dates and times. Builder must advise real estate brokers, agents, sub-contractors and suppliers that the home's address may not be advertised as being in the Parade of Homes™ prior to the show dates.

15. Open House:

A. During the dates of the Parade of Homes™, a Parade Builder member will not hold an open house (i.e. signs, banners, showing of properties) other than the paid entry or entries for the Parade of Homes™. This will include all properties completed or under construction by the Builder. *This includes any representatives working in the homes directing traffic to another home not entered in the parade. This violation will result in a \$2000.00 fine. Additionally, if the builder doesn't cease showing the additional properties, his current entry will be closed and removed from the Parade.* The only exception to this rule will be a model home. (***) A model home is defined as a house built by the Builder, staffed and open to the public during normal business hours for a six-month period.) In the case of a model home, the Builder may continue normal hours of operation only. If the model is not normally open during the weekends, then it shall not be open during the weekends of the Parade of Homes™.

B. Model homes open on a regular basis prior to the Parade and subdivisions not participating in the Parade of Homes™ will be exempt from this policy.

C. No home shall be included in the Parade of Homes™ if it has previously been included in any showing for the public.

16. Trademark: The "Parade of Homes™" is a trademark of the Greater Dallas Association of Home Builders. TABA pays a fee to use this name each year. Any form of advertising with this wording must be approved by TABA. Please advise realtors and any advertisers of this policy.

17. Builder Proofing: Builder will be required to proof their renderings and all information for the magazine. Any mistakes in the printed magazine will be the responsibility of the Builder.

18. Requirements: Parade of Homes™ Builders must be TABA builder members by the final contract submittal date which is February 25, 2021 prior to the Parade of Homes™, in good standing, and with no past-due accounts. Builder or Builder's representative from the Builder's company must attend Parade meetings. Failure to attend meetings violates this agreement and results in forfeiture of the \$500 refundable fee for each home built by the Builder in non-attendance.

19. Tickets:

A. Tickets must be sold during all Parade hours for the printed price. Allowing the public to enter a Parade home without a ticket will result in the forfeiture of the \$500 refundable fee.

B. All tickets and money from ticket sales shall be the responsibility of the Builder. Payment for tickets sold in the form of the Builder's check or money order and all unsold tickets shall be turned in to the TABA office no later than three working days (June 16, 2021 at 4 pm) from the last day of the Parade of Homes™. **TABA cannot accept cash or credit cards from Builders for tickets sold.**

C. If Builder is not in compliance with the above paragraph, then Builder may be required to prepay for tickets for the next Parade.

20. Any marketing activity not previously mentioned in this agreement must be approved by the Parade of Homes™ Committee two weeks prior to the opening day of the Parade. Any activity deemed inappropriate by the Parade of Homes™ Committee will not be allowed.

21. Insurance: The Association will provide an insurance Policy that will provide general liability coverage for the Tyler Area Builders Association throughout the Parade of Homes™. Premiums for such policy will be paid by the Association at no additional cost to Builder. The Policy will not provide any coverage for the Builder.

22. Any matter regarding rule violations will be referred by the Parade of Homes™ Committee to the TABA Board of Directors; and the decision of the TABA Board of Directors is final and binding.

23. TABA reserves the right to decline a submitted contract for any reason on or before March 18, 2021. In such event, Builder shall receive a refund of the entry fee.

24. The performance of the Agreement by TABA shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), or other similar occurrence beyond the control of the parties. TABA, in its discretion, may cancel this Agreement, without liability, damages, fees, or penalty for any one or more of the above reasons, by written notice to the other party.

BUILDER hereby accepts the terms of this agreement:

Builder Signature

Printed Name & Title

Date

Libby Simmons, TABA Executive Officer

Date