

BUILDER REQUIREMENTS

Builder agrees that every home entered in the 2025 Parade of Homes is a newly constructed home, ***not previously occupied* and will be open for viewing the entire duration of the Parade of Homes. Repeat entries are only permitted if the home was originally entered no earlier than three Parades age (cannot be two consecutive years). An entry can be entered as a repeat only once. All participating homes must have been built by an active builder member of the Lakeshore HBA.

***If your proposed entry presents a "timing issue" please call the LHBA office. Owner occupied homes and certificate of occupancy will be considered by the Board of Directors on a case by case basis.*

THIS CONTRACT IS BETWEEN THE BUILDER AND THE LAKESHORE HOME BUILDERS ASSOCIATION.

GENERAL PARTICIPATION REQUIREMENTS:

1. Home(s) must be complete, clean, and open by 12pm opening day. Home must be staffed 15 minutes prior to the Parade of Homes start time each day, and must remain open and staffed until the Parade closes each day.
2. Builder provides adult staffing group, table and chairs. Staffing groups are not provided, please make arrangements accordingly. Staff will sell tickets and tally attendance. Accurate tallying is the HBA's only way to track event attendance and is very important.
3. Ticket-taking staff must refrain from distributing free tickets or allowing unpaid entry to home(s) during the hours of the Parade promotion. Open houses are not permitted during Parade hours. *If the builder/staff is allowing unpaid entry into the home during the event, the builder may be charged up to \$1,000 in loss of revenue penalties.
4. Cell phone or land line available on-site all hours of the Parade in case of emergency
5. At least one representative from Builder's company on-site in the Parade Home at all times during the event
6. If a participant has another model that is not the home registered in the Parade 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. Private showings are allowed. Verbally offering a tour to Parade attendees is not allowed. (Use the Additional Units in the Same Development option for this.)
7. Maintain their business entity, and their Michigan builder's license in good standing throughout the Parade.
8. Alcohol may not be **sold** on the premises. If a builder provides complimentary alcohol, they are indemnified for any liability and take full responsibility, knowing the guest may have previously consumed alcohol prior
9. Have no "Open House" events or full virtual walk-throughs during the Parade promotion/leading up to the event
10. Maintain an active, in good-standing, builder membership at the Lakeshore HBA throughout the duration of the Parade of Homes.
11. Be responsible for any additional expenses incurred by the Lakeshore HBA for any public relations issues in relation(s) to Builder's Parade Home(s), within 30 days of receipt of the invoice (for example, a sign is needed should home not open on time, or any special notices or signage needed for explanation to the public).
12. Builders are responsible for enforcing any safety guidelines in place.
13. The builder has the option of requesting that visitors remove shoes or wear shoe coverings. Builder must provide booties, if desired.
14. **Builder performance:** Builder will provide entry instructions in time for award judging (if participating in awards), complies with all requirements stated, must place all directional signs prior to the start of the Parade, and will return all signs to the HBA by the deadline.

REMODEL REQUIREMENTS:

Entries for the 2025 Parade of Homes must be a project(s) that has a certificate of occupancy. This project(s) constitute(s) a change in shape, form or function of a residence and must be a minimum of 50% of the home renovated (full floor or multiple rooms). Builder/remodeler must submit a "before" and "after" photo(s) by April 5, 2025 to be included in the Guidebook.

FINISHING REQUIREMENTS:

The Parade home shall be finished with sidewalks and driveways and shall have all siding, painting and brick to the exterior of the home completed. The front yard is to be finished with a "finished look" including shrubs, trees or flowers by the home, giving the home an aesthetically pleasing appearance. Seeding or sod is highly recommended. *The Lakeshore HBA may allow for some flexibility due to timing issues, on a case-by-case basis.

Certificate of Occupancy must be obtained by the event opening. Parade Home must be built from Building Permit to Certificate of Occupancy by the licensed builder and Lakeshore HBA member.

ADVERTISING REQUIREMENTS

Only current members in good standing of the Lakeshore HBA or other neighboring local HBAs are permitted to advertise on the premises (interior and/or exterior) of a Parade Home or development. All member interior & exterior advertising/signage are allowed at the Builders discretion. Advertising includes, but is not limited to: interior signs, exterior signs, brochures, business cards, banners, etc.

If the Parade home is an active listing and represented by a Realtor, one exterior Realtor sign indicating the home is for sale and a one page Realtor home information sheet are permitted without membership of the Realtor.

Encourage your Realtor to join the HBA!

No signs larger than 12" x 14" will be allowed in the home. All offensive signs will be removed. No price tags will be allowed to hang from individual products within a house. Upon verification, if nonmembers are found advertising in the home, fines will be assessed. **If the nonmember advertising is not removed, the builders will not receive their \$500 deposit back or in the case this was not paid, will be charged \$500.**

FEE STRUCTURE & DEADLINES

The fees to participate in any of the Parades of Homes are listed on the online entry and the hard copy payment page. The \$500 deposit/full payment is refundable until March 22. If any home is withdrawn from the Parade after March 22, not ready to be open to the public by opening day and time, or any other rule stated herein is not adhered to, the privilege of participating in future Parades may be lost for as long as two (2) years, and additional fines and/or penalties may be imposed against the builder per the Parade of Homes Committee** (we understand this is on a case-by-case basis with potential timing issues— please discuss with the Lakeshore HBA). Absolutely no refunds are given after March 22.

INDEMNIFICATION

Builder agrees to indemnify, save and hold the Lakeshore HBA forever harmless from any and all liability, fees, penalties, causes of action, suits, costs, legal fees, claims, judgments or damage arising out of any injury to persons or property or any violation of any law or ordinance occasioned by the negligence or omission of Builder its agents, officers, directors, members, employers and/or contractors in relation to Builder's participation in the Parade of Homes. Builder also agrees to strictly comply with the applicable terms and conditions contained in this agreement between the Lakeshore HBA and Builder. By participating in the Parade of Homes, Builder for and on behalf of itself, its employees, agents, officers, directors, members and invitees, releases and waives any and all claims, demands or actions against the Lakeshore HBA and its respective officers, directors, employees and agents resulting from any act or omission of Builder, its employees, agents or invitees.

OTHER REGULATIONS

Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of the Lakeshore HBA. The Lakeshore HBA shall have sole authority to interpret, amend, and enforce these rules and regulations; provided Builders receive notice of any amendments when made. Each Builder, its employees, officers, directors, members and agents agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto. Builders or their representatives who fail to observe these conditions of contract or who, in the sole discretion of The Lakeshore HBA, conduct themselves unethically may be immediately dismissed from the Parade without refund or other appeal.

NON-COMPLIANCE

Failure to comply with any of the rules, agreements, terms or conditions of this contract could result in a ban on participation in the Parades of Homes for up to two (2) years, as well as additional financial penalties. Imposition of the penalties rests in the discretion of the HBA Parade of Homes Committee and the HBA Board of Directors. All penalties and fines will be assessed after consideration given by the Parade of Homes Committee. Penalties not paid by the issued timeline will result in suspension from the Lakeshore HBA membership and benefits until all fines are paid in full.

I have read and understand the terms and conditions of the rules and regulations. Initials: _____