

# 2020 BDASI Parade Agreement

**THIS AGREEMENT** is made and entered into by and between the Building and Development Association of Southern Indiana (hereinafter referred to as "BDASI") and \_\_\_\_\_ a Builder Member of BDASI (hereinafter referred to as "Member").

**WHEREAS**, BDASI is the producer of the 2020 BDASI Parade of Homes to be held August 16, 17, 18, 23, 24, and 25 (hereinafter referred to as "Parade"); and

**WHEREAS**, Member desires to exhibit New Home(s) and/or Development(s) in the Parade; and

**WHEREAS**, Member is a member in good standing with BDASI;

**NOW, THEREFORE**, in consideration of the covenants and agreements contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

**1. EXHIBIT FEE.** The fee for Member to exhibit the Development(s) and New Home(s) in the Parade (hereinafter referred to as the "Fee") shall be determined as follows:

- (a) If Member is a member of BDASI in good standing and this Agreement is executed by Member and received by BDASI on or prior to July 23, 2019; the Fee shall be as follows:
- (i) **Development Entry Fee:** If Member enters up to three (3) homes *within the same first/only development*, the Fee shall be Three Thousand Dollars (\$3000.00).
  - (ii) **Additional Development Fee:** If Member enters up to three (3) homes *within the same secondary development*, the Fee shall be Two Thousand Eight Hundred Dollars (\$2,800.00)
  - (iii) **Single Home Entry Fee:** If Member enters first/only Home, the Fee shall be One Thousand Five Hundred Dollars (\$1,500.00).
  - (iv) **Additional Single Home Entry Fee:** If Member enters more than one Home in separate developments, the Fee shall be One Thousand Dollars (\$1,000.00) for each additional Home.
  - (v) **Structure of Fee:** If Member enters multiple entries of different types (see above: i, iii) the highest available rate will be charged with the lowest available rate for the remaining entries (see above: ii, iv).

Member acknowledges and confirms that the Fee must be payable to BDASI **by check only**. Member acknowledges and agrees that the **Fee shall not be refunded to Member for any reason. Monthly payment options are available**

**2. PARADE SIGN.** Member agrees that signage provided by BDASI designating that the Development/Home is being exhibited in the Parade (hereinafter referred to as the "Sign") shall be displayed at the entry of the development for Development Entries and in the front yard of the Home for Single Entries during the Parade. Member will be provided with directional signage to place at high-traffic areas on the parade route. The directional signage will work in tandem with other Parade homes.

**3. ADVERTISING SIGNAGE AT Parade Home(s):** Member agrees **all advertising and signs** (including business cards) located in the **under roof and/or in the yard of ANY PARADE ENTRY** during the Parade, **will be limited to BDASI members only and/or approved non-member advertisers who have paid to be included in the Parade.** Cost for non-member advertisers shall be Four Hundred Dollars (\$400.00) or Five Hundred Dollars (\$500.00) to become a member. BDASI Staff will be actively policing this policy during the Parade. **If non-members are found to be advertising within the house and/or yard by a BDASI member or Staff during the Parade of Homes of an entered Home, the Hosting Builder Member will be invoiced and responsible for Four Hundred Dollars (\$400.00) for each non-member found to be advertising in the Parade Home. This includes Realtors who are not members of the BDASI through their respective Brokerage and any door prizes that were donated by non-member companies. If you are unsure if a person/company is a current member in good standing, please contact the BDASI office to verify membership. Photos of non-member advertisers will be provided along with the invoice.**

\_\_\_\_\_ Int.

**4. REQUIREMENTS.** Member must satisfy all of the following conditions:

- (a) Fee must be received by BDASI at the same time this Agreement is received;
- (b) The location of the Home(s) must be noted on this Agreement;
- (c) Description of the Home(s) must be delivered to BDASI by **July 23, 2019**.
- (e) Proof of liability insurance must be delivered to BDASI by **July 23, 2019**.

Failure to satisfy any of the above conditions, as determined in the sole discretion of BDASI, will result in a breach of this Agreement and this Agreement shall be considered null and void and submitted Home shall not be allowed to participate in the Parade.

**5. COMPLETION AND PARADE EVENT HOURS.**

- (a) **The New Home(s) entered in the Parade by Member, must be complete, as described in the attached guidelines, on or before 12:00p.m. on August 15, 2019; and**
- (b) The New Home(s) entered in the Parade by Member, is open for viewing by the general public, rain or shine, for the dates and during the times set forth below:  

|  |                               |
|--|-------------------------------|
| <b>August 16, 2019 and August 23, 2019</b> | <b>5:00 p.m. to 9:00 p.m.</b> |
| <b>August 17-18 and 24-25, 2019</b>        | <b>1:00 p.m. to 6:00 p.m.</b> |

Member or a representative of Member must be present to unlock the New Home(s) in order that the New Home(s) may be inspected and to lock the New Home(s) in the event a completion of the inspection is needed.

**6. PARADE MAGAZINE.** BDASI shall include the New Home(s) in Southern Indiana Parade of Homes Magazine. Approximately 17,000 copies are to be direct mailed the week of the Parade of Homes opening in August. Prior to BDASI finalizing the brochure for the printer, Member is responsible to review and correct the proof of the description of the New Home(s), location of the New Home(s) on the Parade map, and image of the New Home(s). The Member will work with the BDASI for how the Parade Entry will be displayed within the Parade Magazine as well as submit a description of the Parade entry with directions. BDASI shall notify Member of the date the proof is available for Member to make corrections. BDASI shall not be responsible for any mistakes in printing of the BDASI Southern Indiana Parade of Homes Magazine. Corrections to the proof shall be limited to mistakes in printing only. Members submitting a Home(s) will be displayed in the Magazine with a half page listing to include picture, directions, and description. Members submitting a Development(s) receive up to three (3) half page listings for homes within the development. Each listing to include pictures to represent the homes, directions, and development description.

\*Additional advertisements within the Magazine by Parade of Homes Entry Member may be purchased for 50% off the normal ad rates.

**7. PROMOTIONS.** Member hereby agrees to cooperate and participate in any and all promotions or other advertising as requested by BDASI. BDASI will provide interior signage relating to the Parade as well as additional Parade Magazines. If the Member should take it upon themselves to invest in additional advertising outside of the BDASI sponsored Parade of Homes advertising, the third-party advertising must be approved by the BDASI.

\_\_\_\_\_ Int.

**8. LIABILITY.** Member agrees and confirms that Member shall be in sole control of the Development(s) and New Home(s) and any contents therein and shall be solely responsible for the Development(s) and New Home(s) and any contents therein and the persons viewing the Member or any other person for any damage, casualty, injury or loss, to person or property, resulting from any cause whatsoever. Member agrees to indemnify and hold BDASI harmless from any and all liability, claims, demands, actions, losses or damages that may arise from or in any manner be connected with the Development(s) and New Home(s) or the contents therein. Member acknowledges that Member should not leave the Development(s) and New Home(s) unlocked or unattended at any time for any reason.

\_\_\_\_\_ Int.

**9. INSURANCE.** Member agrees to keep and maintain, at Member's own cost and expense, public liability insurance which shall have a minimum combined single limit for personal injury, bodily injury, or property damage of Five Hundred Thousand Dollars (\$500,000.00) for any one occurrence, which insurance shall name BDASI as an additional party insured and shall remain in full force and effect from the date of this Agreement until 11:59pm August 25, 2019. In the event the Development(s) are owned by a third party member, said third party member shall also comply with the above insurance requirements and name BDASI as an additional insured party according to the terms of this Section. Said insurance shall be written by a reliable and sound insurance company and shall not be cancelable without thirty (30) days advance written notice to BDASI.

**10. THIRD PARTY OWNERSHIP/INVESTORS.** If the Development(s) or New Home(s) being entered into the Parade are not owned by the applying member, the applying member will be listed as the owner within the Parade of Homes. In the event the Third Party owner is not a member of the BDASI, the entry cannot be completed until the Third Party owner becomes a member of the BDASI.

**11. BREACH.** Except as otherwise set forth herein, Member acknowledges and confirms that in the event of a breach of any term or condition of this Agreement by Member, Member shall not be allowed to exhibit the Development(s) and New Home(s) in the Parade, the Development(s) and New Home(s) shall be disqualified. Further, in the sole discretion of BDASI, Member may be prohibited from exhibiting a Development(s) and/or New Home(s) in future Parade events. Member acknowledges and agrees that in the event of a breach of any term or condition of this Agreement by BDASI or an error or omission by BDASI, the damage for such breach or error or omission would be difficult to determine, therefore, Member's sole and exclusive remedy for any breach or error or omission shall be limited to a sum equal to the Fee.

**12. AGREEMENT DEADLINE.** Member acknowledges and confirms that in the event this Agreement is not executed and received by BDASI, including the receipt of the Fee and any and all documents and information required to be attached hereto, on or **before 5:00 p.m. July 23, 2019**, in the sole discretion of BDASI, Member shall not be allowed to exhibit the New Home(s) in the Parade.

**13. MISCELLANEOUS.** This Agreement, together with the attachments specified herein, shall consist of the entire agreement between the parties and it may not be amended or modified except in writing by the party against whom enforcement of any amendment, modification, change or waiver is sought. The parties agree that BDASI has the right to waive any terms, conditions or provisions described in the Agreement. No failure or delay on the part of BDASI in exercising any right under this Agreement shall operate as a waiver thereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates set forth below.

Member/Company Name \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**BUILDING & DEVELOPMENT ASSOCIATION OF SOUTHERN INDIANA**

By: \_\_\_\_\_

Charles Smith, Executive Officer

Date: \_\_\_\_\_



**"Member"**

**"BDASI"**

**Please complete the following pages to confirm the entry locations and totals.**

**BUILDING BETTER TOMORROWS**

**2019 BDASI Parade of Homes Official Location Listings**

**Single Home(s) Entry Information:**

**New Home:**

Home shall be located in Clark, Floyd, Harrison, Washington or Scott County, Indiana, at the following address:

Located in: \_\_\_\_\_ (subdivision, if applicable)

\_\_\_\_\_ (zip code).

*The estimated selling price of the Home, including the price of the lot on which the Home is located and any realtor's fee, shall be the sum of \$ \_\_\_\_\_.*

\*Member warrants and confirms that the New Home is newly constructed or Home Site in developed subdivision. Member is encouraged to decorate the New Home and/or furnish the New Home with new furniture. Notwithstanding the foregoing, the estimated selling price of the New Home for purposes of this Agreement shall include the lot upon which the New Home is located. Decorated Homes will be noted in Parade of Homes Magazine.

**Will home be decorated: YES or NO**

**Additional New Home:**

Home shall be located in Clark, Floyd, Harrison, Washington or Scott County, Indiana, at the following address:

Located in: \_\_\_\_\_ (subdivision, if applicable)

\_\_\_\_\_ (zip code).

*The estimated selling price of the Home, including the price of the lot on which the Home is located and any realtor's fee, shall be the sum of \$ \_\_\_\_\_.*

\*Member warrants and confirms that the New Home is newly constructed or Home Site in developed subdivision. Member is encouraged to decorate the New Home and/or furnish the New Home with new furniture. Notwithstanding the foregoing, the estimated selling price of the New Home for purposes of this Agreement shall include the lot upon which the New Home is located. Decorated Homes will be noted in Parade of Homes Magazine.

**Will home be decorated: YES or NO**

**Additional New Home:**

Home shall be located in Clark, Floyd, Harrison, Washington or Scott County, Indiana, at the following address:

Located in: \_\_\_\_\_ (subdivision, if applicable)

\_\_\_\_\_ (zip code).

*The estimated selling price of the Home, including the price of the lot on which the Home is located and any realtor's fee, shall be the sum of \$ \_\_\_\_\_.*

\*Member warrants and confirms that the New Home is newly constructed or Home Site in developed subdivision. Member is encouraged to decorate the New Home and/or furnish the New Home with new furniture. Notwithstanding the foregoing, the estimated selling price of the New Home for purposes of this Agreement shall include the lot upon which the New Home is located. Decorated Homes will be noted in Parade of Homes Magazine.

**Will home be decorated: YES or NO**

**\*\*Each Home Entry will include a front elevation photo and Home description equaling 1/2 page in the magazine. This will also be included on the BDASI Parade of Homes Mobile App.**



**Developments Homes Entry Information (up to 3 homes per Development):**

**Development Name:** \_\_\_\_\_

**New Home 1:**

Home shall be located in Clark, Floyd, Harrison, Washington or Scott County, Indiana, at the following address:

\_\_\_\_\_  
Located in: \_\_\_\_\_ (subdivision, if applicable)

\_\_\_\_\_ (zip code).

*The estimated selling price of the Home, including the price of the lot on which the Home is located and any realtor's fee, shall be the sum of \$ \_\_\_\_\_.*

\*Member warrants and confirms that the New Home is newly constructed or Home Site in developed subdivision. Member is encouraged to decorate the New Home and/or furnish the New Home with new furniture. Notwithstanding the foregoing, the estimated selling price of the New Home for purposes of this Agreement shall include the lot upon which the New Home is located. Decorated Homes will be noted in Parade of Homes Magazine.

**Will home be decorated: YES or NO**

**New Home 2:**

Home shall be located in Clark, Floyd, Harrison, Washington or Scott County, Indiana, at the following address:

\_\_\_\_\_  
Located in: \_\_\_\_\_ (subdivision, if applicable)

\_\_\_\_\_ (zip code).

*The estimated selling price of the Home, including the price of the lot on which the Home is located and any realtor's fee, shall be the sum of \$ \_\_\_\_\_.*

\*Member warrants and confirms that the New Home is newly constructed or Home Site in developed subdivision. Member is encouraged to decorate the New Home and/or furnish the New Home with new furniture. Notwithstanding the foregoing, the estimated selling price of the New Home for purposes of this Agreement shall include the lot upon which the New Home is located. Decorated Homes will be noted in Parade of Homes Magazine.

**Will home be decorated: YES or NO**

**New Home 3:**

Home shall be located in Clark, Floyd, Harrison, Washington or Scott County, Indiana, at the following address:

\_\_\_\_\_  
Located in: \_\_\_\_\_ (subdivision, if applicable)

\_\_\_\_\_ (zip code).

*The estimated selling price of the Home, including the price of the lot on which the Home is located and any realtor's fee, shall be the sum of \$ \_\_\_\_\_.*

\*Member warrants and confirms that the New Home is newly constructed or Home Site in developed subdivision. Member is encouraged to decorate the New Home and/or furnish the New Home with new furniture. Notwithstanding the foregoing, the estimated selling price of the New Home for purposes of this Agreement shall include the lot upon which the New Home is located. Decorated Homes will be noted in Parade of Homes Magazine.

**Will home be decorated: YES or NO**

**\*\*Each Development Entry will include a listing for each Home (up to 3) which includes a front elevation photo and Home description**

**equaling 1/2 page in the magazine for each home. These will also be included on the BDASI Parade of Homes Mobile App.**

**Exhibit Fee Totals:**

Please use the below fee schedule to determine the total amount due. Refer to page 1 of this document for full details.

**Development Entries:**

**\$3,000.00:** 1st Development (3 homes) *within the same primary development*

**\$2,800.00:** Additional Development (3 homes) *within the same secondary development*

*Total Number of Developments:* \_\_\_\_\_

*Total Number of Homes:* \_\_\_\_\_

*Development Entry Total: \$\$* \_\_\_\_\_

**Single Entries:**

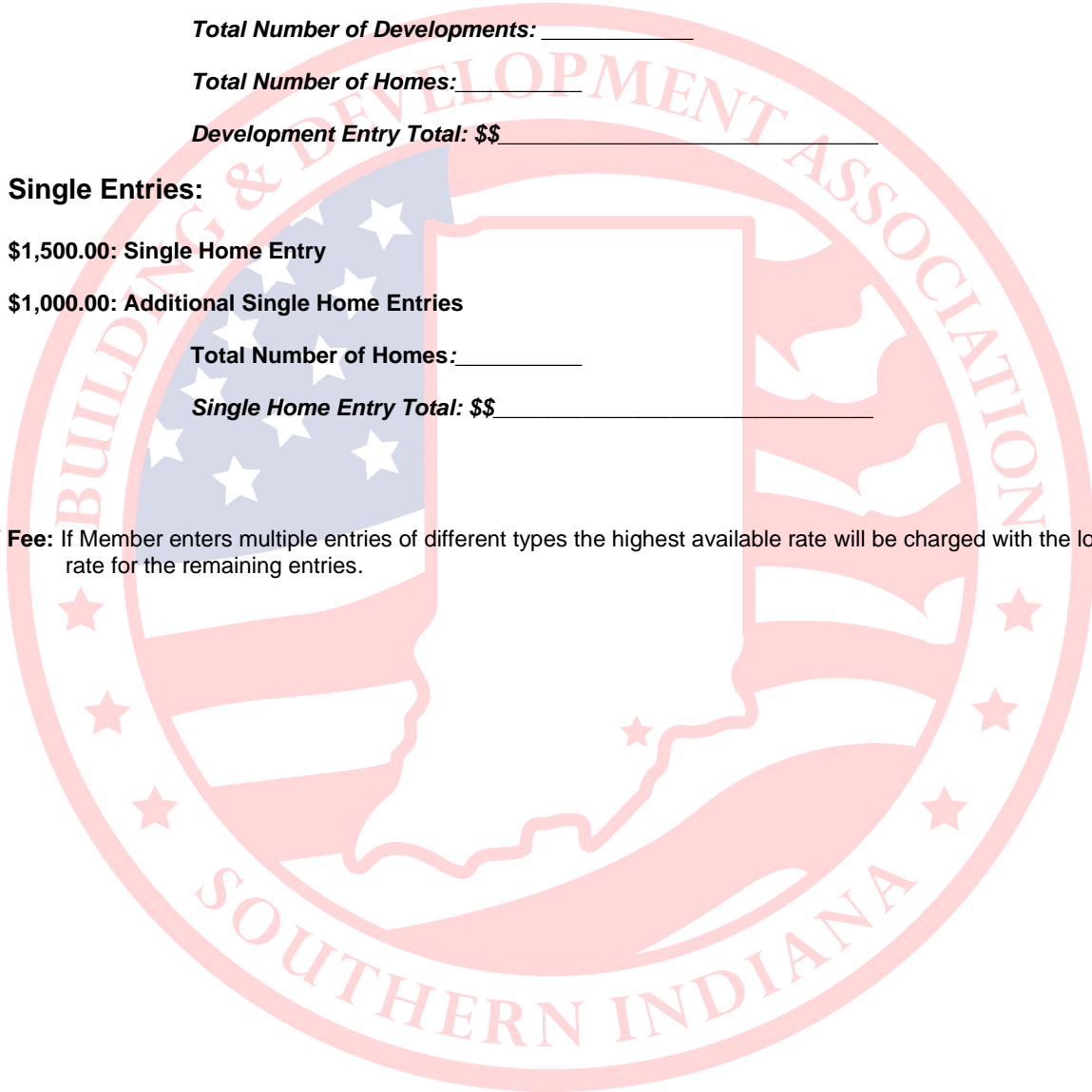
**\$1,500.00:** Single Home Entry

**\$1,000.00:** Additional Single Home Entries

*Total Number of Homes:* \_\_\_\_\_

*Single Home Entry Total: \$\$* \_\_\_\_\_

**Structure of Fee:** If Member enters multiple entries of different types the highest available rate will be charged with the lowest available rate for the remaining entries.



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