

2022-2023 HBAFC VIRTUAL TOUR OF HOMES™ TERMS & CONDITIONS

I. GENERAL TERMS & ELIGIBILITY

“HBAFC member Applicant” – Applicant is a current HBAFC member at the time of entry and at minimum, through June 10, 2023, and must not otherwise be deemed ineligible to participate by the HBAFC Board of Directors. In cases of non-renewal of membership dues, the former HBAFC member Participant will forfeit exposure within the event, or may choose to pay the non-member entry fee difference to remain in the event.

“Non-HBAFC member Applicant” – Applicant is not an HBAFC member at the time of entry and must not otherwise be deemed ineligible to participate by the HBAFC Board of Directors, as outlined by previous legal litigation settlements and/or removal from HBAFC membership.

“HBAFC Member Applicant” and “Non-HBAFC Member Applicant” are also subject to the following additional conditions:

Applicant must hold the State of Wisconsin Dwelling Contractor Qualifier Credential and Dwelling Contractor Credential.

Applicant must have been the sole general contractor of the entry from the time of commencement of construction/remodeling work.

Applicant that has outstanding debt to HBAFC is not eligible to apply for entry in the Virtual Tour.

“Participant” – An individual whose entry has been approved for inclusion in the Fox Cities Virtual Tour of Homes™.

Eligible types of entries:

“New home” – A home/residential unit/single-family condominium.

“Home remodeling project” – A substantial addition, renovation or restoration project on an existing residential structure/property.

By entering a home/project in the Fox Cities Virtual Tour of Homes™, the Participant acknowledges copyright permission for the entry and all related marketing entry components to be publicized with this event and has completed the Copyright Release with appropriate signatures.

Entry Location – Entries may be located anywhere, however entries located outside of 50 miles (round trip) from the HBAFC office will be subject to additional mileage fees billable at the current IRS rate.

Online presence – Unless officially withdrawn by HBAFC or by the Participant, all Virtual Tour entries will be viewable online at foxcitiesparadeofhomes.com until June 10, 2023.

Homeowner agreement – Participants working on contracted homes must supply a signed copy of *Homeowner Terms & Conditions* at the time of application.

Application materials – All application materials must be completed and submitted (as outlined on the Application for Virtual Tour Participation), including associated fees by 4:00 p.m. on Tuesday, Apr. 12, 2022:

	HBAFC Member	Non-HBAFC Member
Entries that require a virtual tour not previously completed by HBAFC (virtual tours completed by other providers are not accepted)	\$1,500	\$2,500
Entries with current virtual tour completed by HBAFC	\$1,250	\$2,250

*Prices above reflect payment prices received by check. Participants interested in paying via credit card will be assessed \$100 processing fee.

Photos/virtual tours – The entry may be photographed, videotaped and/or scanned for virtual tour and used for promotion by HBAFC staff, designated representatives, and the media without further written permission from the Participant, subcontractors or homeowner. Photos/virtual tours of each entry will be taken by HBAFC staff or a professional hired by HBAFC. Photographs/virtual tours will be scheduled by HBAFC; the date and time will be arranged with the participant and final appointments will be emailed to the Participant and Virtual Tour representative (if applicable). During the time of the photos/virtual tour, entries should be clear of all people and staged as desired. Photos/virtual tours will be publically available on hbafoxcities.com, foxcitiesparadeofhomes.com and other HBAFC electronic media. These photos/virtual tours are property of HBAFC and should not be used in any other capacity by the Participant unless granted written permission by HBAFC.

Completed tours – Applicants submitting an entry fee for “completed virtual tours” must have had the photo shoot completed by HBAFC and tour must still be actively hosted by HBAFC. In the event that a tour is deleted from HBAFC’s system or is currently unavailable, the applicant may be subject to a reprocessing fee and/or a new shoot may need to be completed.

Hold harmless – Participants shall hold harmless, protect and indemnify HBAFC officers, directors, agents and employees from and against any loss, claim or damage sustained as a result of personal injury or other loss caused to any person by any defect or dangerous condition in the respective Virtual Tour entry or proximity thereto. HBAFC representatives work to ensure accuracy of all content, and shall not be liable for any loss or damages, including consequential damages, if for any reason HBAFC fails to publish content and/or publishes content with errors or omissions. Furthermore, HBAFC officers, directors, agents and employees will not be liable for any loss whatsoever due to error(s) related to promotion or presentation of event content. Participants shall hold harmless, protect and indemnify HBAFC officers, directors, agents and employees from and against any loss, claim, theft and damage sustained to the interior and/or exterior of the home, outside decorations, or furnishings as a result of the homes being photographed/videoed as a part of the Fox Cities Virtual Tour of

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Homes™. Participants shall hold harmless, protect, and indemnify HBAFC officers, directors, agents and employees each of them and collectively, from and against any loss, claims, demands, actions, judgments, costs, and expenses, including the cost of defense thereof, resulting from participation in this event other than when proven to be caused by negligence, gross negligence, or intentional misconduct of HBAFC officers, directors, agents and employees.

II. COMPLETION REQUIREMENTS

All entries must be completed according to the criteria listed below prior to the scheduled virtual tour photo shoot:

Minimum exterior completion requirements – Exterior complete (painting, siding, masonry, roofing, lighting, doors, windows, etc.), and building materials, portable toilets and dumpsters must be removed from the property.

Interior completion requirements – Painting and staining, trim applied and doors hung, hard-surfaced flooring and carpeting installed, plumbing fixtures set, electrical hooked-up and working (for the tour), cabinetry completed and installed with hardware, and countertops installed, staircases and railings in place, and cleaning complete.

Garage code/key – For the purpose to complete the virtual tour shoot, a key, garage code or lockbox number must be submitted to the HBAFC office upon accepting the scheduled time/date of virtual tour shoot.

III. PRESENTATION AND SIGNAGE

For remodeling project entries and occupied homes, it is recommended that valuable homeowner property and personal photos be removed.

Signage – All signage must be removed from the exterior of the property prior to the virtual tour shoot. No interior signage is allowed. Participant may choose to highlight certain products throughout the home using Tour Tags.

Parking & exterior aesthetics – The following items are to be removed from the yard and driveway prior to the virtual tour: vehicles, boats, trailers, tents, storage units, building materials, dumpsters and portable toilets, etc.

IV. MARKETING

Tour Tags – Included with each entry are 10 Tour Tags to highlight general features/products/services within the entry. (Not brand/manufacture/company-specific*).

**Tour Tags are offered for purchase for the promotion of brand/manufacture/company; see Marketing Opportunities Guide for details.*

Marketing by HBAFC – HBAFC works to ensure accuracy of all promotional content and shall not be liable for any damages, including consequential damages, if for any reason HBAFC fails to publish content, or publishes content with errors or omissions.

Electronic media – A preview of the entry's virtual tour and web page will be emailed to the Participant and additional representative (if applicable) to be reviewed for changes. If the Participant or representative does not respond with changes/corrections by the

deadline, the element will run as presented in the preview. At any time, HBAFC has the authority to edit content of the tour and other applicable elements.

Price range – A price range/remodeling value (to include all options presented except the lot) must be selected on the entry application and will be published.

Marketing by Participant – Participants may place advertisements, send press releases or otherwise announce a home's inclusion in the Virtual Tour with the following stipulations: The event must be identified as Home Builders Association of the Fox Cities Virtual Tour of Homes™ or Fox Cities Virtual Tour of Homes™ and the website, foxcitiesparadeofhomes.com, must be included.

The Participant is responsible for the actions of his/her real estate agent(s), marketing/advertising firms and all others involved in the construction and/or marketing of the Virtual Tour entry.

Use of tour link – Included with participation is use of the entry's virtual tour link/embed code* from June 10, 2022 to June 10, 2023. Link is for exclusive Participant use and should not be shared with any outside agency or business. Additionally, the following verbiage must be included with the link/embedded tour: "This property is currently featured in Home Builders Association of the Fox Cities Virtual Tour of Homes" with a hyperlink to the Virtual Tours online at foxcitiesparadeofhomes.com.

**Link usage will be revoked if entry is withdrawn by the Participant or HBAFC.*

V. STANDARD ASSESSMENTS/CHANGE ORDERS

Participant is responsible for ensuring compliance with the *Terms & Conditions* as outlined in this contract and any corresponding documents. Failure to comply will result in assessments as outlined in these *Terms & Conditions*. Any change orders, outstanding debts, etc. will be billed to the Participant. Any issue other than those listed in this section may be subject to additional monetary assessment or limitations on participation in future HBAFC events as determined by the HBAFC Board of Directors.

Misrepresentation of/or failure to meet eligibility requirements

Assessment: Immediate withdrawal from Virtual Tour, loss of entry fee and compliance deposit, and Participant is responsible for any applicable fees per Section VI Withdrawal Schedule.

Home description not received by deadline of May 13, 2022

Assessment: \$25/day

Unable to enter home or complete photo shoot

Assessment: \$250/occurrence

Non-compliance with item(s) included in Section III. Presentation/ Signage

Assessment: \$500/occurrence

Non-compliance with item(s) included in Section IV. Marketing

Assessment: \$500/occurrence

Egregious violation(s) or violations of same or multiple rules/regulations within this event

Assessment: Any Participant who commits an egregious violation, deemed detrimental to HBAFC, its members or the public, or who violates the same or multiple rules/regulations within the same event may be prohibited from participation in future HBAFC events.

Violations of same rule/regulation in two consecutive Virtual Tour events

Assessment: Any Participant who violates the same rule/regulation in two consecutive Virtual Tour events in which he/she participates may be prohibited from participation in future HBAFC events.

Re-shoots/change orders – In the event a Participant requests a re-shoot of the virtual tour, the Participant will be charged \$0.10/sq. ft. plus IRS rate round-trip mileage from the HBAFC office to the entry. Changes to items included on his/her entry web page, such as the description, may incur a change order fee and will be billed to the participant. Change order fees are \$25/occurrence.

VI. WITHDRAWAL SCHEDULE & FEES

Withdrawal of a Virtual Tour entry for any reason, by the Participant or by HBAFC, will carry the following assessments:

Before May 13, 2022 at 4 p.m. and photo shoot has not been completed: No loss of entry fee

Before May 14, 2022 at 4 p.m. and photo shoot has been completed: \$500 deducted from entry fee

After 4 p.m. on May 14, 2022 until May 30, 2022 at 4 p.m.: \$500 deducted from entry fee

After 4 p.m. on May 30, 2022 until 4 p.m. on June 9, 2022: Loss of half of entry fee

After 4 p.m. on June 9, 2022: Loss of entry fee

VII. MISCELLANEOUS

Disputes – Participant has the right to dispute any association action taken in relation to his/her participation in the Virtual Tour by submitting a written request to appeal to the matter within 10 business days of the occurrence and/or upon notification of the violation. Decisions of the HBAFC Board of Directors regarding appeals are final.

Safety/Security – Participant agrees to accept sole responsibility for the safety and security at/of the Virtual Tour entry during construction and during the photo shoot.

VIII. CORRESPONDING DOCUMENTS

The following documents are incorporated into in this contract and are supplied with the required signatures

MOR initials Copyright Release

MOR initials Homeowner Terms & Conditions (if applicable)

I, THE UNDERSIGNED, agree to comply with the Home Builders Association of the Fox Cities 2022-2023 Virtual Tour of Homes™ *Terms & Conditions* and all documents referenced therein. Submission of my company’s Application for Virtual Tour participation and related materials does not constitute acceptance into the event.

COMPANY NAME

HBAFC MEMBER OF RECORD (PRINT)

HBAFC MEMBER OF RECORD (SIGNATURE)

DATE

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