

# HOME BUILDERS ASSOCIATION OF THE FOX CITIES 2023 Winter Parade of Homes Terms & Conditions™

## VIRTUAL ENTRY: NOT AVAILABLE FOR IN-PERSON VIEWING

### EVENT GENERAL TERMS & ELIGIBILITY

**"HBAFC Member Applicant"** - Applicant is a current HBAFC member at the time of entry, and at minimum, through the dates of the event, and must not otherwise be deemed ineligible to participate by the HBAFC Board of Directors. In cases of non-renewal of membership dues during the current Parade term, 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, and/or 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:**

- 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 Parade of Homes™.
- When HBAFC's Parade runs concurrently with another in-person/open house Parade/Showcase/Home tour-type event, no Parade entry may be entered into both events.

**"Participant"** – An individual whose entry has been approved for inclusion in the Fox Cities Parade of Homes™.

**"Parade" or "WPOH"** – Parade of Homes™ or Winter Parade of Homes™.

**"Entry/Entries"** – A residential dwelling approved for inclusion in the event.

### ENTRY TYPES

Eligible Participants may enter an unlimited number of entries as outlined below.

**Virtual** - A residential dwelling (new-construction or remodel). **Not available for in-person viewing; ("street view" only if address is disclosed for publication).** Includes: 3D virtual tour of dwelling\*, web page, mobile app (if address is disclosed) and full page in guidebook with photo of entry, 2D floorplan, home description, address/directions (disclosed for publication at discretion of Participant and not currently occupied) and builder contact information. (Virtual tour active on website for 12 months with the option to renew after initial time frame.)

\*For Participants supplying their own virtual tour(s), Matterport™ virtual tour software must be used, and MLS-compliant link and embed code must be provided to HBAFC by the dates outlined within. Entry fee reduced by \$250 for those providing tour (as specified above).

**Re-entries** - Entry type outlined above\*\* - that have previously been entered/featured in HBAFC Parade events - are eligible to be re-entered into this event.

\*\*Potential entries must meet the General Terms & Eligibility, as well as these Terms & Conditions in its entirety.

### APPLICATION

Application materials must be completed and submitted (as outlined on the *Application for Parade Participation*), including associated fees for each entry outlined below, by 4:00 p.m. on the following dates:

	NOV. 1, 2022	NOV. 15, 2022	DEC. 13, 2022
HBAFC MEMBER	\$2,750	\$3,125	\$3,625
NON-MEMBER	\$3,750	\$4,125	\$4,625

All entries require a \$500 compliance deposit per entry. Entry fee reduced by \$250 for Participants supplying virtual tour (as outlined in Entry Types). Prices above reflect payment received by check. Participants paying via credit card will be assessed a \$100 processing fee.

**Insurance** – Participant shall supply a certificate of insurance indicating bodily injury coverage of \$1,000,000 and property damage limits of \$1,000,000 naming Valley Home Builders Association of Wisconsin Inc. as an additional insured through the dates of the Parade.

**Copyright** - By submitting an entry in the HBAFC Parade, the Participant acknowledges copyright permission for the entry and all related marketing components (i.e. floor plan, rendering, photos, virtual tour) to be publicized with this event and has completed the *Copyright Release* with appropriate signatures.

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

### **EVENT DATES/HOURS**

Feb. 4-5 & 11-12, 2023, 11:00 a.m. – 5:00 p.m.

(Virtual tour active on website for 12 months with the option to renew after initial time frame.)

HBAFC board of directors reserves the right to cancel or postpone the event at any time, as well as add event policies and procedures/protocols.

### **CONVERTING TO “NEW CONSTRUCTION/AVAILABLE FOR IN-PERSON VIEWING” ENTRY TYPE**

By 4:00 p.m. on Jan. 2, 2023, Participant may choose to convert (via written communication to HBAFC Parade director and/or CEO) “Virtual Entry: Not available for in-person viewing” entry to “New Construction & Remodel/available for in-person viewing” or “Under Construction/not available for in-person viewing” entry. Upon conversion, Participant will be subject, and need to agree to, “New Construction/available for in-person viewing”/ “Under Construction/not available for in-person viewing” *Terms & Conditions* and assessment as outlined in “Standard Assessments/Change Order”.

### **EVENT MATERIALS**

Event materials, including but not limited to: Official HBAFC Parade Participant “Not open for viewing” sign and directional signs (if address is disclosed for publication), must be picked up at the HBAFC office between 9:00 a.m. and 12:00 p.m. on Feb. 2, 2023 and returned by 4:00 p.m. on Feb. 14, 2023.

### **FOR TOUR SHOOT - COMPLETION REQUIREMENTS, PRESENTATION & SIGNAGE**

The following applies for the tour shoot (as well as for participants supplying their own virtual tour links/embed code). Tours must be completed/submitted by Jan. 2, 2023.

**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.

**Day of shoot** - During the time of the photo shoot/virtual tour, entries must be clear of all people and staged as desired.

**Signage** – All signage must be removed from the exterior of the property prior to the virtual tour shoot. No interior signage is allowed.

### **INSPECTIONS**

If address is disclosed for publication purposes, association volunteers will inspect for compliance with “Presentation and Signage”, as outlined below, between 9:00 a.m. and 4:00 p.m. on Feb. 2, 2023. If a re-inspection is required, it will occur between 9:00 a.m. and 2:00 p.m. the day after the initial inspection. If the entry fails its re-inspection, it may be withdrawn from the event by HBAFC.

### **GARAGE CODE/KEY**

For the purposes the virtual tour shoot a working key, garage code or lockbox number must be submitted to the HBAFC Parade director prior to the shoot.

## **PRESENTATION AND SIGNAGE – DURING EVENT DATES/HOURS**

Applicable ONLY if the dwelling is not occupied and address is disclosed for publication.

**Exterior signage** - Official HBAFC Parade Participant “Not open for viewing” sign must be displayed in the front yard of the entry during event hours.

The only signs that may be in the front of the home during event hours are the official Parade Participant sign, Participant’s company sign (which may include a For Sale rider) and a security company sign, no larger than 18”x18” (324 sq. in.) if the entry is protected by a security system.

HBAFC members who did work on/in the entry may display signage on each entry’s property, at no additional fee to the association, subject to the following: a) such material may be placed at the Participant’s discretion; b) signs no larger than 18”x24” (432 sq. in.) may be displayed in the back yard, one sign per company, within the width of the back of the entry.

Non-HBAFC member who did work on on/in the entry of the home may display signage on each entry’s property, at a fee, subject to the following: a) such material may be placed at the Participant’s discretion; b) signs no larger than 18”x24” (432 sq. in.) may be displayed in the back yard, one sign per company, within the width of the back of the entry. Non-HBAFC member fee must be paid directly to HBAFC; no brokerage of fees are permitted.

**Directional signage** – Optional. Participant may use HBAFC-provided directional signs. Participant is responsible for acquiring permission to place directional signs indicating the best route(s) to the Parade home.

**Parking & exterior aesthetics** – Vehicles, boats, trailers, tents, storage units, etc. are not allowed in the yard, driveways or garages during event hours. Building materials, dumpsters and portable toilets are allowed in the yard, driveways or garages during event hours, however if any of these materials display company name and/or logo, the name/logo must be covered. (Only applicable if address is disclosed for publication.)

**Promotions/sales** – There shall be no lotteries, contests or drawings. There shall be no publicly advertised entertainment by the Participant that is not approved or secured by HBAFC. Voluntary guest registries are allowed only inside the Parade entry; however, there shall be no direct soliciting of guests to register. Other than the Parade entry itself, there shall be no sales of products or promotion of items unrelated to the construction and sale of the Parade entry. Other than Parade tickets, sales of any kind that involve the exchange of currency for goods or services at Parade entry during the event are prohibited.

**Distribution of food and beverages** – Participants may distribute at their Parade entry, complimentary food and non-alcoholic beverages at their discretion. No alcoholic beverages may be accessible, served or consumed on Parade entry property during event hours. By choosing to serve food and/or beverages at your Parade home, you release HBAFC from all risks and liabilities associated with the consumption of such items.

## **MARKETING**

Any and all marketing of Participants/Parade entries on behalf of or in-conjunction with this Parade event is contingent upon the Participant upholding these *Terms & Conditions* and general eligibility requirements.

**Marketing by HBAFC** – Official media coverage and event marketing will be coordinated by HBAFC staff.

**Parade Guidebook/electronic media** – Proofs will be emailed to the Participant and Parade representative (if applicable) to be reviewed for changes or approval. If the Participant or representative does not respond with changes/corrections by the deadline, the element will run as presented in the proof. A final proof of the completed page will be emailed to the Participant and Parade representative (if applicable) to confirm the page includes the elements previously approved. HBAFC staff has the authority to edit content of the guidebook and all electronic media at any time.

**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 in the guidebook and electronic media.

**Advertising** – HBAFC holds the authority to approve the content of all submissions for publication, as well as the format, in the official Parade guidebook and HBAFC electronic media.

**Marketing by Participant** – Participants may place advertisements, send invitations, press releases, or otherwise announce a home’s inclusion in the Parade with the following stipulations: the Parade home address may not be included until Jan. 30, 2023 (city/town location may be used prior to Jan. 30) and the event must be identified as Home Builders Association of the Fox Cities Parade of Homes™. If event dates and times are mentioned, all event dates and times (or remaining) must be included and be accurate.

**Parade entry listing/showing** – For sale listings are permitted, however, the home may not be referred to as a Parade home until Jan. 30, 2023.

**Photos/virtual tours of Parade entry** – Entry may be used promotion by HBAFC staff, designated representatives, and the media without further written permission from the Participant, subcontractors or homeowner. These photos/virtual tour are property of HBAFC and should not be used in any other capacity by the Participant unless given written authority by HBAFC.

**Marketing by sub/supplier/other** - HBAFC members may promote their business in each home, at no additional fee to the association, subject to the following: a) such material may be placed at the Participant’s discretion; b) in-person demonstrations are at the at the Participant’s discretion.

Non-HBAFC members may promote their business into each home, at a fee, subject to the following: a) such material may be placed at the Participant’s discretion; b) in-person demonstrations are at the at the Participant’s discretion. Non-HBAFC member fee must be paid directly to HBAFC; no brokerage of fees is permitted.

There shall be no lotteries, contests or drawings.

### **STANDARD ASSESSMENTS/CHANGE ORDERS**

The 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 against the Participant’s compliance deposit as outlined in these *Terms & Conditions*. Any issue other than those listed in the *Terms & Conditions* may be subject to monetary assessment or limitations on participation in future HBAFC events as determined by the HBAFC Board of Directors.

If Participant complies with the *Terms & Conditions* and supplemental documents outlined in “Corresponding Documents” and has not incurred any change orders, or has outstanding debts, the compliance deposit will be returned via check through US mail after completion of the event. In the event of non-compliance, change orders, outstanding debts, standard assessments and/or other assessments as determined by the HBAFC Board of Directors, funds will be withheld from the compliance deposit; amounts surpassing the total of the compliance deposit will be charged to the Participant, payable upon receipt.

#### **Misrepresentation of/or failure to meet eligibility requirements**

Assessment: Immediate withdrawal from Parade, loss of entry fee and compliance deposit, and Participant is responsible for any applicable fees per the Withdrawal Schedule

#### **Participant does not have representation at Mandatory Meeting (if applicable)**

Assessment: Loss of half of the compliance deposit (\$250) and must attend a make-up meeting

#### **Parade home description not received by deadline of Dec. 13, 2023**

Assessment: \$25/day

#### **Conversion of “Virtual Entry: not available for in-person viewing” to “New Construction & Remodel Entry: Available for in-person viewing”/“Under Construction: Not available for in-person viewing” after 4 p.m. Jan. 2, 2023**

Assessment: 01/03/23-01/08/23: \$500; 01/09/23-01/13/23 \$1,000; 01/13/23-02/03/23: \$2,500

#### **A working key, garage code or lockbox number not submitted by Jan 2, 2023**

Assessment: \$25/day

#### **Event materials not picked up between 9:00 a.m. and 12:00 p.m. on Feb. 2, 2023 (if address is disclosed)**

Assessment: \$100/day

#### **Failed inspection/re-inspection**

Assessment: \$100/occurrence

#### **Unable to enter home for photo shoot/virtual tour**

Assessment: \$250/occurrence

#### **Upon arrival to complete virtual tour, “Completion Requirements” not met**

Assessment: \$250/occurrence

#### **Non-compliance with item(s) included in: PRESENTATION/SIGNAGE**

Assessment: \$500/occurrence

#### **Non-compliance with item(s) included in: MARKETING**

Assessment: \$500/occurrence

**Address listed and home occupied during event**

Assessment: \$500/occurrence

**Admittance of invalid ticket holder/non-ticket holder**

Assessment: Review by the Board of Directors, and may be prohibited from participation in future events

**HBAFC-provided signage not displayed where applicable**

Assessment: \$150/day

**Late return of/damage of HBAFC signage/misc.**

Assessment: \$100/day or replacement/repair cost

**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 Parade events**

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

**Change orders**

In the event a Participant wishes to change items included on his/her entry page, such as the description, rendering, floor plan, etc., a change order fee will be taken from the Participant's compliance deposit. Change order fees are as follows: rendering exterior photo or floor plan: \$50/hour (minimum one hour), Description: \$25/occurrence. In the circumstance that the tour of the entry needs to be re-shot/scanned, Participant will be billed by at an hourly rate of \$125/hour plus mileage at current IRS rate.

**EMERGENCIES**

Any emergency closings by HBAFC due to extreme weather, acts of nature or terrorism, epidemic/pandemic, or as may be required by public safety officials will be noticed to each Participant via email, phone or text.

**WITHDRAWAL SCHEDULE**

Withdrawal of a Parade entry for any reason, by the Participant or by HBAFC, will carry assessments and requirements based on the date of application entry as outlined below. Regardless if the event remains in-person, or converts to virtual, the withdrawal schedule remains the same.

EF = Entry fee | Compliance deposit = CD

APPLICATION SUBMITTED ON:	NOV. 1, 2022	NOV. 15, 2022	DEC. 13, 2022
NO LOSS OF EF OR CD	Before 4PM on 11/01/22	Before 4PM on 11/15/22	Before 4PM on 12/13/22
LOSS OF CD	After 4PM on 11/01/22 and before 4PM on 11/15/22	After 4PM on 11/15/22 and before 4PM on 11/22/22	After 4PM on 12/13/22 and before 4PM on 12/20/22
LOSS OF EF & CD	After 4PM on 11/15/22 and before 4PM on 12/06/22	After 4PM on 11/22/22 and before 4PM on 11/29/22	After 4PM on 12/20/22 and before 4PM on 12/27/22
LOSS OF EF & CD, ADDITIONAL \$500	After 4PM on 12/06/22 and before 4PM on 12/20/22	After 4PM on 11/29/22 and before 4PM on 12/20/22	After 4PM on 12/27/22 and before 4PM on 01/03/23
LOSS OF EF & CD, ADDITIONAL \$800	After 4PM on 12/20/22 and before 4PM on 01/03/23	After 4PM on 12/20/22 and before 4PM on 01/03/23	After 4PM on 01/03/23 and before 4PM on 01/10/23
LOSS OF EF & CD, ADDITIONAL \$2,000	After 4PM on 01/03/23 and before 4PM on 01/12/23	After 4PM on 01/03/23 and before 4PM on 01/12/23	After 4PM on 01/10/23 and before 4PM on 01/12/23
LOSS OF EF & CD, ADDITIONAL \$2,650-\$3,000	After 4PM on 01/12/23 and before 4PM on 02/12/23	After 4PM on 01/12/23 and before 4PM on 02/12/23	After 4PM on 01/12/23 and before 4PM on 02/12/23

Entry fee is non-refundable following the conclusion of the event.

## **MISCELLANEOUS**

**Disputes** – Participant has the right to dispute any association action taken in relation to his/her participation in the Parade 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 are final.

**Safety/Security** – Participant agrees to accept sole responsibility for the safety and security at/of the Parade entry during construction and event dates and hours. For remodeling project entries, valuable homeowner property should be removed from the premises during event hours, or at minimum, be secured in a locked room closed from view. Swimming pools, spas, ponds, etc. must be roped off or otherwise made inaccessible and not utilized by anyone during event hours. Recreational areas (i.e. basketball courts, volleyball courts, game rooms, etc.) are to be open only for viewing; use for recreational purposes is prohibited during event hours.

**Health & Safety** – HBAFC will consider the following factors when making decisions related to the health and safety of Parade participants and guest policies/procedures:

- Executive orders/government mandates
- Peer review with local business and related industry groups
- Health and safety data provided by the Center for Disease Control (CDC), WI Department of Health Services (WI-DHS), and Occupational Safety and Health Administration (OSHA).
- Advice from legal counsel and/or insurance provider(s)

In relation to the Parade event, Participant agrees to abide by all policies/procedures regarding in-person gatherings and/or forced event closures.

**Mandatory Meeting** – In the event a meeting of Participants is needed, all Participants are required to attend. The date, location and/or technology source will be specified to participants in-advance of the meeting.

**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 Parade entry or proximity thereto.

HBAFC representatives work to ensure accuracy of all advertising/marketing, as well as the content in the Parade guidebook, mobile app and website, and shall not be liable for any loss or damages, including consequential damages, if for any reason HBAFC fails to publish an advertisement/content and/or publishes an advertisement/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 advertising, promotion or presentation of a respective Participant's home or company. 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 toured by the public as a part of the HBAFC Parade of 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.

**Force Majeure** – In no event shall HBAFC officers, directors, agents and employees be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, pandemics, epidemics, viral outbreaks, acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

## **CORRESPONDING DOCUMENTS**

The following documents are incorporated into in these Terms & Conditions and must be supplied with the required signatures.

- Copyright Release
- Homeowner Terms & Conditions (if applicable)