

2017 Fall Festival of Homes Builder Agreement



**This is a legal contract by the Spokane Home Builders Association, 5813 E 4th Ave Ste 201, Spokane Valley, WA 99212.
This document contains the rules, requirements, and regulations pertaining to the 2017 Fall Festival of Homes.**

*Please print clearly or type (**All information is required**)*

Company Name: _____
 Builder Name: _____ Contact Name (if different): _____
 Contractor Registration Number: _____ Expiration Date: _____
 Mailing Address: _____ City: _____ State: _____ Zip: _____
 Business Phone: _____ Cell Phone: _____
 Email: _____

Entry Fee Schedule	Entry Deadline <i>June 1, 2017</i> <u>\$500 Deposit Required</u>	Late Entry Deadline <i>July 14, 2017</i> <u>\$500 Deposit Required</u>	Final Entry Deadline <i>August 7, 2017</i> <u>Full Payment Required</u>
<i>Member Fee</i>	\$1,800 First Home \$1,600 Additional Homes	\$2,000 First Home \$1,800 Additional Homes	\$2,500 (All Homes)
<i>Non-Member Fee</i>	\$2,300 First Home \$2,300 Additional Homes	\$2,500 First Home \$2,500 Additional Homes	

BUILDER ENTRY FEES:

Total # of Home Entries for 2017: _____ First Home Entry Fee = \$ _____
 _____ # of Additional Homes x Additional Home Entry Fee = \$ _____
 PAY IN FULL **Total Entry Fees Due August 7, 2017 = \$ _____**
OR *(Full payment required on entries received on or after August 7, 2017)*
 PAY DEPOSIT *(Deposit due at time of form submittal prior to Aug. 7)* **Total # of Home Entries x \$500 = \$ _____**

OPTIONAL TOURFACTORY ADD ONS: **Price per home. Do not pay SHBA for TourFactory add ons. You will be billed separately.**

_____ # 2D Floor Plan with hotspot photos, \$59.99 _____ # 3D Walk Through, starting at \$250 _____ # Video Walk Through, prices vary
 Sample: www.tourfactory.com/1520650 Sample: www.tourfactory.com/1627089 Contact TourFactory at 509.868.5275
 _____ # of Optional Tour Factory Add Ons x Total # of Home Entries = \$ _____

No credit will be extended. Balances must be PAID IN FULL by August 7, 2017 to participate.

Payment Method:

Enclosed Check #: _____
 Credit Card #: _____ Exp. Date: _____ Billing Zip: _____
 Name as it appears on card (please print): _____ Security Code: _____

Builder Signature: _____ **Date:** _____

Builder's Initials _____

2017 Fall Festival of Homes Builder Agreement



REQUIRED PRINTED FESTIVAL SHOWGUIDE MAGAZINE INFO

PLEASE ATTACH A SEPARATE SHEET FOR EACH HOME ENTRY. Print clearly or type (**All information is required unless noted**)

Company Name: _____ Builder Name: _____

Architect or Designer Name (circle one if applicable): _____

Builder Office Phone: _____ Builder Cell Phone: _____

Company Website: _____ Builder Email: _____

Fall Festival Home Address: _____ City: _____ Zip: _____

Name of Subdivision/Development: _____

Price of **home including lot**: \$ _____ If home is not for sale, provide the **total market value** of the existing home and lot. Price must be included to be eligible for Judging.

Total Square Feet: _____ # of Bedrooms: _____ # of Bathrooms: _____

THREE additional key features to be noted in the Festival Guide:

1. _____
2. _____
3. _____

REALTOR® Name: _____ REALTOR® Company: _____

REALTOR® Cell: _____ REALTOR® Email: _____

Expected Completion Date: _____ Gate Code if Applicable (*will not be published*): _____

Please CHECK if your home will be: STAGED NOT STAGED PARTIALLY STAGED

Name of Staging Company (if applicable): _____

Directional Signage: _____ # of Left Arrows (←) _____ # of Right Arrows (→) _____ # of Straight (↑)

Directions (please be specific and begin from a well-known arterial/intersection): _____

- Floor plan (Footprint Style) and professionally prepared front elevation at least 6" wide. Please forward high resolution electronic file in PDF or JPEG format to shbaoffice@shba.com and list the physical address for each floor plan submitted.
- Business Logo emailed in high resolution PDF or JPG format to shbaoffice@shba.com.
- Deadline to provide floor plan and logo is July 14, 2017.
- Certificate of Insurance emailed to shbaoffice@shba.com or faxed to our office at 509-532-4980. Deadline is July 14, 2017.

I _____ (SIGNED BUILDER NAME) HAVE REVIEWED AND VERIFIED ALL THE ITEMS ON THIS SHOWGUIDE MAGAZINE INFORMATION PAGE & VERIFY IT TO BE ACCURATE AND CURRENT TO MY KNOWLEDGE ON THIS DAY OF _____ 20____.

*****NEW OPTION!***** – Enter the Building Excellence Awards simultaneously! Contact the SHBA office with questions.

Use the information above to enter this home into the 2017 Building Excellence Awards

Choose an entry category below. Price Categories are TBD. Additional entry information will be needed later in the year.
Builder will be invoiced for entry fees: \$75 for each entry.

SINGLE FAMILY HOME **SPECIALTY PROJECT:** Landscaping Misc. (Outbuilding, garage, shop, tiny home, get-away room, etc.)

Builder's Initials _____

FALL FESTIVAL OF HOMES DEADLINES & TIMELINE

JUNE 1	Early Entry Deadline
JULY 14	Deadline for floor plan of your Tour home to be delivered to the SHBA Office; Copy of liability insurance held on the property by the builder/company listing SHBA as additionally insured; & digital copy of company logo (send JPG or PDF format to shbaoffice@shba.com).
JULY 14	Late Entry Deadline
AUGUST 7	Final Entry Deadline Full Entry Fee Payment Due FRONT EXTERIOR ELEVATION PHOTO of your home will be scheduled and completed by August 7. The photo will be professionally taken. Photographer will contact you with your photo date. If the exterior of your home will not be completed by August 7, then a front elevation rendering must be submitted to SHBA office. Failure to have home ready by your photo appointment may result in retake fees. Production Deadline for proofing production materials for magazine (proof plans, renderings, and content). Sign and return (one proof change session only). Show Inspection Deadline to pass inspection committee approval for tour. (Show participation is contingent upon passing this inspection.) Virtual Tour Appointment will be scheduled but not necessarily conducted by this date. Failure to have home ready by your tour appointment may result in retake fees. OPTIONAL: TourFactory is offering optional 2D, 3D and Video Virtual Tours that can be purchased at builders' expense. 2D Floor Plan with hotspot photos, \$59.99; 3D Walk Through, starting at \$250; Video Walk Through, prices vary. See page 2 for sample website links. Contact Lee Anne Reber at 509.868.5275 or leeanne@tourfactory.com for more information.
SEPTEMBER 11	Judging Inspection Cut-Off for homes to be completed. If homes aren't completed to the committee's satisfaction by September 11, they may be removed from judging but remain in the show.
SEPTEMBER 20	Mandatory Meeting for all Builders and REALTORS® at the SHBA Office. Fall Festival of Homes: 10:00 – 11:00 a.m. for sign distribution.
SEPTEMBER 25	Judging will begin the morning of September 25 and continue into the afternoon until all eligible homes have been toured by the judges. Homes must be unlocked and empty of occupants, workers, builders, REALTORS®.
SEPTEMBER 25	Home must be landscaped (sod at minimum) to the entrance/approach of the home.
SEPTEMBER 28	Kick-Off & Awards Night
SEPTEMBER 29-OCT. 1	Fall Festival of Homes first weekend
OCTOBER 6-8	Fall Festival of Homes second weekend
OCTOBER 20	Deadline to return all Fall Festival of Homes Materials and Directional Signage to the SHBA Office.

PARTICIPATION REQUIREMENTS

- I. All builders will have house open during advertised Fall Festival of Homes hours. Non-compliance with this requirement could result in a mandatory one-year prohibition from participating in the Fall Festival of Homes.
- II. All builder member accounts must be in good standing before registration can be accepted.
- III. All builders must adhere to the SHBA Code of Ethics set forth by the Board of Directors.
- IV. All builders must have an active a current General Contractors registration in the State of Washington for at least three years prior to the Festival.
- V. Participation is conditional upon approval of the Fall Festival of Homes Committee (Committee).
- VI. All builders will supply a **current copy** of the General Liability Insurance. SHBA must be listed as additionally insured no later than August 7, 2017.
- VII. The Fall Festival of Homes is open to **NEW** single-family residences only, including condos, duplexes, & town-homes, never featured in another show in Spokane County.
- VIII. Placement in the Fall Festival of Homes is accepted **ONLY** if registration is completed and submitted to the SHBA office with payment/deposit in full by the deadline dates, & approved by the Committee.
- IX. In order for the home to be judged, the home must have a published market value price of the specific home entered on that specific lot.
- X. Model Homes: Model Homes may be entered in the Fall Festival of Homes but they must be new. Construction must have been completed within the past 18 months of the 2017 event and never been featured in any show. Call the SHBA office with questions.
- XI. New Construction: All homes entered into the 2017 Fall Festival of Homes must be new in that construction has been completed within the previous 18 months of the 2017 event and never been featured in any show. Call the SHBA office with questions.
- XII. Custom Homes: All homes entered must be new and can only be owner-occupied up to 3 months prior to the show's open. Builder can petition the Committee for extensions. The final decision shall be made at the sole discretion of the Committee.
- XIII. Homes entered in the 2017 Fall Festival of Homes must be homes that have not been shown in competitive non-SHBA home shows prior to the 2017 Fall Festival of Homes.
- XIV. Participating builders will require ALL REALTOR® personnel to attend a seminar on Wednesday, September 20, 2017, 10:00 – 11:00 a.m. This brief seminar is **MANDATORY** for all participating REALTORS® and Builders and will ensure all participants have an understanding of event rules and regulations.
- XV. Signs and Notices: All signs and notices shall be preapproved by the Spokane Home Builders Association and shall be professionally lettered and any sign or notice that does not conform to this requirement shall be removed immediately. **HANDWRITTEN SIGNS ARE PROHIBITED.**



PARTICIPATION REQUIREMENTS (CONTINUED)

- XVI. Security and Limitations of Liability: The Spokane Home Builders Association does not assume any liability for loss or damage from any cause whatsoever. The Spokane Home Builders Association shall incur no liability and/or responsibility resulting from the acts for damages caused by the guests attending the show. The Spokane Home Builders Association shall not be responsible for injury that may occur to a builder or its employees, nor for the safety of any exhibit against theft, fires, accident or any other cause of loss or damage. The Spokane Home Builders Association shall not be responsible for (a) damage to builder's property; or (b) any damage loss, delays, etc. **IN NO EVENT SHALL THE SPOKANE HOME BUILDERS ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, OR AFFILIATES BE RESPONSIBLE FOR INDIRECT, SPECIAL, NOMINAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, OR FOR ANY PENALTIES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF IT HAD BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE; OR FOR CLAIMS BY A THIRD PARTY. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.** Builders shall indemnify, defend and hold harmless the Spokane Home Builders Association and all of its officers, directors, agents, employees, and affiliates from and against all claims, damages, losses and expenses including attorney's fees and costs in any way arising out of, resulting from, related to or connected with any alleged act(s) or omission(s) of builders, its agents, employees or any independent contractor.
- XVII. Breach of Contract: In the event of a breach of this contract by a builder, the builder will forfeit all monies that have been paid and will also be liable for all costs incurred by the Spokane Home Builders Association including attorneys fees. NO REFUNDS WILL BE ISSUED.
- XVIII. Attendance: The Spokane Home Builders Association guarantees no number or quality of attendees.
- XIX. Cancellations/Withdraws:
- a. Cancellation Policy: If it becomes necessary to cancel your Fall Festival of Homes entry for any reason, eligible funds will be refunded, & the event entrant hereby specifically waives any claim for damages.
 - b. Withdrawal Policy: A participant may withdraw an entry at any time; however the builder forfeits the entry fee for the home withdrawn. If a home is withdrawn after July 14, 2017, the builder will be charged for the time and materials for creation of marketing materials to include but not limited to the Festival Guide & Tab.
 - c. If Festival home is sold after the show guide production deadline it must be included in the Festival. All fees previously paid will be forfeited if the builder opts to not open the home to the public during the Festival.

Builder Signature: _____ Date: _____

BUILDER RESPONSIBILITIES

- I. **JUNE 1, 2017** is the last day for early entry registration of a home(s) in the 2017 Fall Festival of Homes.
- II. **JULY 14, 2017** is the deadline for submission of floor plans to the SHBA or to shbaoffice@shba.com.
- III. **AUGUST 7, 2017** is the deadline for drywall, tape, and texture.
- IV. **AUGUST 7, 2017** is the deadline to have a front exterior elevation photo of your home scheduled and completed.
- V. **AUGUST 7, 2017** is the deadline for the inspection committee to inspect show homes. *Continued participation in the Fall Festival of Homes is contingent upon passing the inspection & will be strictly enforced.*
- VI. I agree to abide by all rules & decisions made by the Spokane Home Builders Association and the Committee.
- VII. I understand that a report may be requested from Labor & Industries on the company/builder and may be used to determine this company's continued participation in the Fall Festival of Homes.
- VIII. I understand that failure to strictly comply with the terms of this contract will result in a fine of \$500 and/or expulsion from the Fall Festival of Homes event for no less than one year.
- IX. I agree to abide by all rules, regulations and decisions made by the Spokane Home Builders Association & the Committee. Failure to abide by said rules, regulations, and decisions may result in my company being dismissed from participating in the Fall Festival of Homes.
- X. I agree to meet all deadlines set forth by the Committee as outlined in this contract.
- XI. Home must be Landscaped (sod at minimum) to the entrance/approach of the home.
- XII. I understand that furnishings are recommended but not mandatory unless home is featured in a Host Site.
- XIII. I will ensure personnel are on site to meet and greet Festival patrons. This includes **opening the house on time** & not closing the home prior to posted hours of the event during the six (6) days of the Fall Festival of Homes. Show dates & times are September 29-October 1 and October 6-8, 2017, 10:00 a.m. – 5:00 p.m. Every Festival Show Day.
- XIV. I understand that failure to provide a valid copy of my company's General Liability Insurance Coverage listing the Spokane Home Builders Association as additionally insured by the listed deadline, will prevent my company from participating in the Fall Festival of Homes.
- XV. I understand and agree that the Spokane Home Builders Association will provide event signage and banners for the Fall Festival of homes. By signing this agreement, I will inform the SHBA of the preferred placement of said signs and banners and agree to leave said signage and banners in place throughout the duration of the Fall Festival of Homes. In addition, advance signage promoting the home as a participant in the Fall Festival of Homes may be placed by the Spokane Home Builders Association up to four (4) months in advance of the show.
- XVI. I agree that as the named builder for the house or houses I am entering in the Fall Festival of Homes that I will be responsible for all entry fee payments to the Spokane Home Builders Association.
- XVII. I understand and agree that my designated representative or I will be responsible for proofing the accuracy of all material (to include but not limited to directions to Festival Homes, dimensions, renderings, etc...) supplied to the Spokane Home Builders Association and or the publisher as pertains to the Fall Festival of Homes.
- XVIII. I understand that this is a public event and will ensure that no alcoholic beverages will be served or available on the grounds/premises of any show home locations.



BUILDER RESPONSIBILITIES (CONTINUED)

- XIX. I understand fully that only Spokane Home Builders Association Members, specialty contractors and suppliers can be promoted in the Fall Festival of Homes marketing materials.
- XX. I have made my staff and/or REALTORS® representing the house listed in this agreement aware of the Builder Responsibilities as it relates to them and this house being entered in the Fall Festival of Homes.
- XXI. I agree to complete and return a completed builder contract for each home our company enters in the Fall Festival of Homes.
- XXII. I understand that all homes are scheduled to be judged in the 2017 show. Builders may opt-out of the judging process by notifying the Spokane Home Builders Association in writing. The judging cut-off is **Monday, September 11**. If homes aren't completed to the Committee's satisfaction by this date, the home may be removed from judging but remain in the show.
- XXIII. Attorney Fees: The prevailing party in any legal action relating to this contract shall be entitled to recover from the other party its costs and reasonable attorney fees.
- XXIV. Jurisdiction and Venue: Jurisdiction and venue for any action brought to enforce any provisions hereof shall be brought in Spokane County, State of Washington, exclusively.
- XXV. Entire Agreement: This instrument contains the entire agreement of the parties. It may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change modification, extension or discharge is sought.
- XXVI. Governing Law: The terms and conditions of this Agreement shall be governed by and interpreted under the case and statutory law of the State of Washington.

I have read and understand the rules, requirements, and responsibilities set forth by the Spokane Home Builders Association, Board of Directors, and the Fall Festival of Homes Committee as outlined in this document. I agree to abide by all of the rules and regulations. I understand failure to do so could result in non-participation in the Fall Festival of Homes and/or extra charges, as set by the Fall Festival of Committee. I have also read and understand the Fee Schedule, Deadlines, Participation Requirements, Builder Responsibilities, Builder Information and this Builder Contract. This is a legal and binding contract set forth by the Spokane Home Builders Association 5813 E. 4th Ave, Ste 201, Spokane Valley, Washington 99212, Phone: 509-532-4990, Fax: 509-532-4980. This document contains rules, regulations, and requirements pertaining to the Fall Festival of Homes event produced by the Spokane Home Builders Association (SHBA) annually. By signing this contract you agree to abide by all of the terms, conditions, responsibilities, deadlines, and requirements of this contract, and hold all Board members, employees, and volunteers of SHBA harmless during the planning and implementation of this event. I understand failure to abide by this contract could result in non-participation of the Spokane Home Builders Association Fall Festival of Homes event in the future.

I _____ (SIGNED BUILDER NAME) HAVE READ ALL THE TERMS OF THIS AGREEMENT, & AGREE TO ABIDE BY ALL THE TERMS OF THIS CONTRACT THIS _____ DAY OF _____ 20____.

PLEASE EMAIL, MAIL OR FAX COMPLETED AGREEMENTS TO:

SPOKANE HOME BUILDERS ASSOCIATION
5813 EAST 4TH AVE, SUITE 201
SPOKANE VALLEY, WA 99212

SHBAOFFICE@SHBA.COM | FAX: 509-532-4980

MAIL DEPOSIT OR PAYMENT IN FULL WITH CONTRACT, OR PAY IN PERSON AT THE SPOKANE HOME BUILDERS ASSOCIATION OFFICE. SEE PAGE 1 FOR FEE SCHEDULE.

Hours: Monday – Thursday, 8 a.m. – 5 p.m.
Friday, 8 a.m. – Noon

Questions? Call 509-532-4990



REALTOR® ACKNOWLEDGEMENT

Please print clearly or type. ***All information is required***

Primary REALTOR® Contact Information

REALTOR® Name: _____

Company: _____ SHBA Member: YES NO (membership not required)

Company Address: _____

City: _____ State: _____ ZIP: _____

Cell Phone: _____ Email: _____

I _____ (Printed REALTOR® Name) fully understand that the Festival Home located at _____ (Fall Festival Home Address)

which I represent, is a participating property in the Spokane Home Builders Association's 2017 Fall Festival of Homes. As such, I have read and I fully understand and I agree to comply with the Participation Requirements and the Builder Responsibilities as outlined for the 2017 Fall Festival of Homes Builder Information and Agreement packet as they relate to my representation of this property during the 2017 Fall Festival of Homes. **I understand that I & ALL participating show REALTORS® representing this property must be present for the REALTOR® & Builder Meeting on Wednesday, September 20, 2017, 10:00 – 11:00 a.m. at the SHBA office.** In order to present a quality event image, I also acknowledge and will comply with the Fall Festival of Homes posted hours which are September 29-October 1 and October 6-8, 2017, 10:00 a.m. – 5:00 p.m. Every Festival Show Day.

Below is the COMPLETE list of additional REALTORS® scheduled to participate in the 2017 Fall Festival of Homes at this property:

	REALTOR® Name	Company Name	Cell	Email
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____

REALTOR® Signature: _____ Date: _____

PLEASE EMAIL OR FAX THIS COMPLETED FORM TO:
SHBAOFFICE@SHBA.COM | FAX: 509-532-4980