



May 11, 2018

Entry Fee Information

\$300 ENTRY FEE – Applications Accepted on First Come, First Served Basis

Deadline: April 1, 2018

Applicant Information

Builder Name: _____
Contact Person: _____
Address: _____
Phone Number: _____ Cell Number: _____
Fax Number: _____ Email: _____

Applicant must be a member of the Home Builders Association of Billings

House Information

Type of Home: New Construction – Presold / Spec / Builder Personal Home (*circle one*)
 Remodel
Location Address: _____ Subdivision: _____
Square Footage: _____ (*break down by floor levels*)

Completed Application Must Include the Following:

- Completed Application for Entry
- Completed and signed Builder Participation Agreement
- Certificate of Liability Insurance naming HBA Billings as additional insured (*see section 10 of Participation Agreement for limit requirements*)
- Address of home and map showing location with two major cross streets



BUILDER PARTICIPATION AGREEMENT

This Agreement is made this _____ day of _____, 2018,

by and between the Home Builders Association of Billings (HBA) and _____ (Builder).

The address of the house is _____.

In consideration for the participation of Builder in the 2018 Chefs on Parade, the money agreed to be paid, and other valuable consideration, the parties agree as follows:

Section 1 - Purpose

- A. The Home Builders Association of Billings (HBA), through the Chefs on Parade Policy HBA is committed to providing the highest level of professionalism within the building industry and through the event, showcasing our member's skills and products while educating consumers on the benefits of working with reputable builders, contractors, and suppliers.

Section 2 – Event Date

- A. The 2018 Chefs on Parade date is: **May 11, 2018.**

Section 3 - Builder Participants

- A. Builder must be an HBA member.
- B. Builders who are not currently members of the HBA must submit an HBA membership application and dues payment prior to or when entering a house in the application process.

Section 4 – Application for Entry

- A. A completed application form, along with the required documentation listed in Section 9, must be submitted to the HBA Office. Incomplete applications will not be accepted.
- B. Any Builder who is an HBA member may enter a maximum of one (1) house in the application process.
- C. The HBA reserves the right to limit the total number of houses in the event.
 - a. The first five (5) applications received are guaranteed to be reviewed for entry. If more than five (5) applications are received, they will be reviewed on a case-by-case basis.
- D. Preferences will be given to houses located in the Billings city limits or within 4.5 miles of the Billings city limits. Houses located outside the 4.5 mile limit will be considered on a case-by-case basis.
- E. If the HBA determines that a house does not meet the standards or requirements set for Chefs on Parade, the HBA may disqualify the house from entry.
- F. Builder understands that the HBA has sole discretion to accept or reject any house application that is submitted.

Section 5 - House Standards

- A. The intent of the Builder showing a house in the event must be to present a house with excellent design, workmanship, and appeal
 - Builder is encouraged to use new and innovative products
- B. A condominium unit, a townhouse unit, or each address of a multi-unit project shall be treated as and referred to as a house for purposes of this Agreement.

Section 6 – Market Exposure of Home

- A. Houses may not have private showings, open houses, or any similar showings during the event hours.

Section 7 – Entry Requirements

- A. Homes must be completed construction with a certificate of occupancy (CO required only if within city limits).
- B. No minimum market value or square footage requirements will be imposed for the Parade.
- C. Home must provide ample food preparation and service areas for attending chef.
- D. Builder must provide use of kitchen for chef to prepare, store and serve food.
- E. Builder must provide disposable appetizer plates, flatware, napkins for service of 110 people. However, most times, the Chef will provide these. A Task Force member will notify you if this is the case for your home.
- F. Toilet access must be provided by builder (either access to restroom within the home or portable toilet outside the home).

Section 8 - Fees

- A. By submitting an application for entry, Builder agrees to pay the following to the HBA:
- B. \$300 entry fee. Application Fees are non-refundable unless application is not approved for participation in this event.
- C. All entry fees will be used for the purpose of producing and promoting the event to insure public attention to the greatest extent possible. Any profits generated from the event will revert to the HBA. The HBA shall determine all methods of promotion for the event.

Section 9 - Application Requirement & Deadlines

- A. Applications will be accepted starting February 1, 2018 and must be received no later than April 1, 2018.
- B. Applications must be submitted with the following information to be considered complete; incomplete applications will not be reviewed by the HBA
 - a. Completed Application for Entry
 - b. Completed and signed Builder Participation Agreement
 - c. Entry Fee payment (Entry Fee will be returned to applicants not approved for participation)
 - d. Address of the home and a map showing lot location, with two major cross streets
 - e. Certificate of Liability Insurance, which meets the criteria set forth in Section 10.
- C. Applications will be reviewed for approval by the HBA.

Section 10 - Liability Insurance

- A. Builder and property owner (if different from Builder) must provide the HBA an original Certificate of Liability Insurance in an amount not less than \$1,000,000 per occurrence. The Certificate must show the coverage in force for the dates of Chefs on Parade. HBA must be named as an Additional Insured on the Certificate.

Section 11 - Publication Material

- A. Builder will be required to submit the following materials:
 - Builder biography and photograph
 - List of any suppliers and subcontractors that worked on the house that builder wishes to promote (subject to requirements as stated in section 18)
 - Photograph of home. (Builder may choose interior or exterior image)

Section 12 - Builder Meetings

- A. Builder is encouraged to attend scheduled builder meetings or provide required or requested information to the HBA Office prior to the next scheduled meeting.

Section 13 - Construction

- A. Home must be fully constructed and preferably furnished.

Section 14 - Deadlines

- A. To accommodate publication deadlines, photos, builder bios, sub & supplier lists, must be received by the HBA office no later than April 29, 2018

Section 15 - Safety Inspection

- A. All homes will be subject to a safety inspection, which will be performed by an HBA representative the Monday prior to the beginning of the event. All safety issues must be corrected prior to the published times of the event.

Section 16 – ADA Requirements

- A. Builder must provide a visual presentation of the house to be available in a handicap accessible location of the home in accordance with ADA requirements.

Section 17 - Staffing

- A. Builder agrees to have the house open for public showing during the published times of the event.
- B. Builder agrees to provide staffing of the house. The HBA will not be responsible for recruiting or scheduling personnel for the Builder.
- C. None of Builder’s employees or families and none of Builder’s agents’ employees or families shall be eligible for prize drawings which may be part of the overall event.

Section 18 - Signage

- A. It is understood that Chefs on Parade is an HBA sponsored event designed to showcase HBA members.
- B. Interior signage is allowed for HBA members only. Subcontractors, suppliers, and other firms who are not members of the HBA will not be allowed to promote their firms nor their products through signage in the house, materials in the garages, staffing the houses, or purchase advertising in the Event Program. This rule includes, but is not limited to: car dealers putting cars in driveways, firms providing furniture, art work, accessories, etc. This rule does not apply to property listing fliers and information sheets on homes that are for sale. **Violations may result in jeopardizing builder participation in future events.**
- C. The only exterior signs allowed on site during the event dates are the site sign provided by the HBA, a sign from a security firm providing protection, a sign from the landscaping company, and a sign from the financing bank, provided these companies and individuals are HBA members. This rule does not apply to property “For Sale” signs by listing agent in the event the property is for sale.
- D. With the exception of the listing agent, any form of sales or solicitations on the house site by members or non-members must be preapproved by the HBA at least one week prior to the opening of the event. The HBA’s decision will be based on the added value that the sales or solicitations have on the event.

Section 19 - HBA & HBA Authority

- A. The HBA will act as a review board to review the plans and specifications of all houses proposed to be entered in the Chefs on Parade.
- B. Builder agrees that the HBA shall have the sole authority to determine whether a house is ready for exhibition in the event.
- C. **The HBA has the authority to modify guidelines as needed to increase participation for the overall good of the event.**
- D. The HBA, which is directed by the HBA Board of Directors to oversee the event, reserves the right to extend the dates for submitting applications, and submission of plans, in the event the HBA determines the numbers, price ranges, or show quality of the homes applied may be inadequate to present a quality show.

Section 20 - Indemnification

- A. Builder (and homeowner if title has been transferred) signing below, agree to indemnify and hold harmless HBA, its Board of Directors, its agents and employees, and the event sponsors and media partners from any claims, demands, causes of action, or judgments of any kind, which may be made against any or all of them arising out of or relating to participation in Chefs on Parade. This indemnification includes claims, without limitation, for bodily injury, death, damage or loss of personal property, breach of warranty, breach of contract, or for any financial loss sustained by participation in the event and shall apply to claims arising out of acts of subcontractors or agents engaged by Builder.

Builder Company Name

Owner or Officer

HBA Representative

Homeowner (if applicable)

Homeowner (if applicable)