

CONTRACT

Through this contract (the "Contract") the undersigned member ("Member") is requesting to have a project in the 1st Annual Spring Kitchen & Bath Tour (the "Tour") to be held Saturday, April 27, 2024, 10 am – 5 pm and Sunday, April 28, 2024, 1 pm – 5 pm. In consideration of the Home Builders Association of Raleigh-Wake County (the "HBA") providing services in conjunction with the Tour, the Member agrees and is bound by the following Rules & Regulations:

RULES AND REGULATIONS

1. **Specifications.** The project Member is entering in the Tour is either a new build or remodel to an existing home with a focus on the kitchen and/or bath (the "Project"). Additional areas of the home may be shown during the weekend of the Tour. Occupied homes are allowed on this Tour. The Project must have been built or remodeled by Member during the last three and a half years (began after October 1, 2020). Member agrees to provide a copy of the building permit to the HBA if so requested. Any current member of the HBA is eligible to submit a project.
2. **Fee Schedules/Deadlines.** For the advertising and promotional expense of the Tour, the Remodeler shall pay the entry fee as outlined below. The Remodeler understands and agrees that if the Project is not ready for viewing by the public on the Tour's opening day or ready for the virtual tour shoot and was not **withdrawn in writing** by the deadlines listed, the Remodeler's privileges in future Tours may be lost, in the sole discretion of the HBA, for as long as one year. **Deadline dates will be strictly enforced.**

Thursday, January 25, 2024

Early Bird Entry \$1,300

Thursday, February 22, 2024

Regular Entry + all entry text/materials due \$1,650

Thursday, February 29, 2024

Final day for photos to be submitted to be used in printed publication

April 27-28, 2024

Project must be Ready for Viewing as defined below for Tour weekend

3. **Entry Materials.** Member shall submit the following in the Tour entry portal by Thursday, February 22, 2024:
 - Four (4) photos per Project may be uploaded. These can be before or after photos. An artist's rendering may be submitted in place of an after photo if necessary.
 - Project info and highlights.
 - Homeowner Participation Agreement if Project is an occupied home.
 - Certificate of Liability Insurance **with the HBA named as an additional insured.**

Member understands and agrees that partial submission does not constitute entry.

4. **The HBA Provides.** In consideration for the Tour entry fee, the HBA shall provide the following:
 - **Multi-media advertising campaign to promote the Tour including a digital Tour magazine, a feature in Walter Magazine, & other online outlets.**
 - Information regarding the Project will be featured on www.KitchenandBathTour.com
 - A 4' x 4' yard sign to be placed in front of the Project
 - 2 Directional signs to direct traffic in the immediate neighborhood of the Project
 - A full-page feature in the digital Spring Kitchen and Bath Tour Magazine
5. **Proof of Home Information.** Member shall send to the HBA a proof of the home information sheet on the Project. Member shall return the proof to the HBA by the date specified with the signed proof. If Member fails or refuses to return the proof by this date, the HBA will make no attempt to contact Member and any mistakes in the Tour publication is Member's sole responsibility and liability. The HBA retains the right to edit any information it deems inappropriate for publication in any Tour publications.
6. **Ready for Viewing by the Public.** **"Ready for Viewing" by the public is defined as:** The exterior of the Project is complete and primary interior areas of the Project are open for viewing. The interior, exterior, driveways, sidewalks and garages of the Project will be safe and free from debris. Decorating the Project is strictly Member's decision and responsibility. The Project home may be shown unfurnished, partly furnished or furnished.
7. **Inspections.** Projects may be inspected by the HBA before the Tour itself to determine potential problems, security or safety issues. The HBA is hereby authorized, at its discretion, to pull the Project from the Tour. In such instance, Member shall not be entitled to any refund of the entry fee or any other expenses Member has incurred relating to Tour.

8. **Promotional Event.** The Tour is a promotional event. Member understands:
- Communication with the HBA staff is critical for the success of the Tour.
 - The term “Spring Kitchen and Bath Tour,” may not be used by any entity (other than the HBA) in form of promotion; such as open houses, print or media advertising; news or feature articles in the print or media, etc. without the prior written consent of the HBA.
 - Any photos submitted with the Project entry may be used for HBA promotional purposes. It is the responsibility of Member to secure proper authorization for use of copyrighted photographs.
9. **Displays.** The Member shall work with the Project homeowner to determine whether or not to allow any promotional displays of products in the home during the Tour. If the homeowners approve, promotion or sale of products or services must not conflict with other HBA activities or interests.
10. **Signage Policy** – The following policies apply as to Tour signage:
- Member will be responsible for setting up and removing Tour signs.
 - Member agrees to use only exterior signage provided by the HBA during the Tour dates. Member will be allowed to use only one (1) yard sign during the Tour.
 - Two (2) Directional signs may be available for use by Member, depending on municipality restrictions.
 - The 4x4 yard sign must be posted in front of the Project. It is Member’s responsibility to build a frame suitable for display. Member shall remove the 4x4 yard sign BY 6:00pm, on April 28, 2024.
 - Member shall secure proper signage permits for the 4x4 yard signs if needed. The HBA will contact Member regarding additional requirements for individual municipalities.

The 2024 Spring Kitchen and Bath Tour is a very visible housing promotion. Member is allowed the privilege of placing directional signs in strategic street locations to direct potential customers to the Project. Placement of directional signs is **in Member’s sole discretion and risk**. Member shall put up the Tour directional signs after 5:00pm on Friday, April 27, 2024 and take the signs down at the close of the Tour by 6:00pm on Sunday, April 28, 2024. Improperly placed directional signs could result in a fine. Signs should not be placed in the right-of-way or on power/telephone or city poles. Member shall pay any incurred fines and hereby indemnifies the HBA from the same.

11. **Penalties.** If the Project is not Ready for Viewing as specified above during the Tour, and Member has not communicated this in writing to the HBA, Member may lose the privilege of participating in future Tours.

12. **Liability Insurance.** Member shall have a liability insurance policy in effect covering the Project during the time of the Tour and shall provide the HBA with a copy of a Certificate of Insurance with the HBA noted as additional insured. The Project will not officially be a part of the Tour until such Certificate of Insurance is received by the HBA.

13. **Indemnification.** Member hereby certifies that Member has obtained the legal right to show the Project in the 2024 1st Annual Spring Kitchen and Bath Tour from the homeowner if occupied. Member indemnifies and holds the HBA and its officers, directors, employees, agents and volunteers harmless from and against all claims, losses, costs, damages, expenses and liabilities for bodily injury, death, or property damage, arising or in connection with any and all occurrences on/or about the Project, caused in whole or in part by Member and/or others

14. **Acts of God.** In the event that an Act of God prevents performance by the HBA, or Member, then that failure of performance shall not constitute a breach of this Contract.

Member agrees to abide by this Contract for the 2024 Spring Kitchen and Bath Tour by the Home Builders Association of Raleigh-Wake County. Failure to comply subjects Member with forfeiture of any and all privileges (including becoming ineligible to participate in future Tours), and in the event of any misunderstanding of this Contract, agrees to accept the decisions of the HBA as final. Upon approval of the Project entry by the HBA, this Contract shall become a legally enforceable contract between the HBA and Member.

QUESTIONS? Reach out to:

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