



PARADE OF HOMES - LETTER OF INTENT
2022 PARADE DATES ARE May 7th - May 22ⁿ
(Provided the Parade will be closed Monday, May 9th and Monday, May 16th)

Please read, sign and return the following statement to the BCA office no later than **Oct. 28, 2021 by Noon**. **The Lottery is planned for October 28, 2021 at 5:30 p.m., Hillcrest Country Club.** **Builder or Agent MUST BE PRESENT at drawing in person.** *The Builder must submit by Noon on October 28, 2021 to the BCA written appointment of the agent and the agent must register at the registration table prior to the Lottery. No agent can represent more than one (1) Builder. The agent must bring the Parade of Homes agreement with the builder's signature or a corporate resolution authorizing the agent's signature on the agreement.*

2022 Contract Sec. 1 – Builder Qualifications. In order to qualify for entry in the Parade, the Builder must meet the following criteria:

- 1.1. The Builder must have built for sale at least five (5) houses within the last three (3) years.
- 1.2. Building and selling homes is currently the Builder's primary source of income.
- 1.3. Builder must: 1) be an existing BCA builder member in "good standing", 2) have been a builder member in "good standing" with the BCA and/or the National Association of Home Builders for the entire twelve (12) months immediately preceding the effective date hereof and 3) maintain this good standing status with the BCA and National Association of Home Builders from the effective date hereof through-out the Parade.
- 1.4. No other person or entity may participate in the construction of the Builder's Parade Home as a homebuilder or general contractor.
- 1.5. A Builder with more than one Builder membership, and meeting all other Parade of Homes requirements, can enter the Lottery for each Builder membership.
- 1.6. Builder must be in compliance with the Idaho Contractor Registration Act.

**** READ AND INITIAL ALL LINES BELOW. ****

- _____ (initial) My entry fee of \$6,500, \$870 sign deposit, \$250 survey deposit and my **property and casualty and general liability insurance certificate(s) are included herewith.** *(These fees have been modified for the 2022 Parade of Homes by the attached addendum.)*
- _____ (initial) I understand that my developer must be a current developer BCA member in good standing throughout the duration of the Parade or my entry fee will increase by \$1,000. *BCA member list available upon request.*
- _____ (initial) I understand that my marketing agent must be a current associate BCA member in good standing throughout the duration of the Parade or my entry fee will increase by \$2,000. *BCA member list available upon request.*
- _____ (initial) If selected as a Parade Builder, I hereby agree to keep the Home open for viewing by the public during the scheduled dates and hours as shall be determined by the BCA, including gates to communities remaining open during Parade hours.
- _____ (initial) I understand that **no pre-show publicity** is allowed prior to the Parade of Homes publicity date.
- _____ (initial) I understand that **building permits** are not allowed to be pulled prior to **May 1, 2021**, unless approval has been given by the BCA.
- _____ (initial) I have read and agree to all terms and conditions of the Parade of Homes Agreement and any

addendums.

_____ (initial) The BCA, in its sole and absolute discretion, may prohibitany Builder from receiving a ticket for the Lottery and/or participating in the Parade.

_____ (initial) I understand that any breach of the Parade of Homes Agreement may result in fines, forfeiture of fees and deposits and/or disqualification from the currentParade, future Parades, Fall Parades and/or any other BCA activity.

_____ (initial) I understand that the dates, times and format of the Parade (including, without limiatation, the Parade being conducted via a virtual tour only) are all subject to modification or cancellation due to Covid-19 and/or any other circumstance outside the control of the BCA.

Yes/No (circle one) I am interested in entering a second home in the Parade if a position becomes available.

BUILDER : _____ ICR#: (state registration) _____

By: (signature) _____ Date _____

Name: (print) _____

Its: (title) _____

2022 PARADE OF HOMES ADDENDUM

Registration Fee – First Home Entries. The registration fee paid on or before [September 29, 2021](#) by 5 p.m. will be \$6,500 with the ability to apply \$700 of the fee to an ad in the Parade of Homes Magazine (subject to advertising contract rules). The \$700 is not redeemable for cash. Builder may withdraw from the Parade in writing prior to the Parade Lottery ([October 28, 2021 by Noon.](#)) and receive a refund of this \$6,500 registration fee.

From [September 30, 2021 through October 28, 2021 by Noon](#), the registration fee shall be \$6,500, but Builder shall not be entitled to apply any of this fee toward an ad in the Parade of Homes Magazine. Builder may withdraw from the Parade in writing by [5 p.m. November 4, 2021](#) and receive a refund of this \$6,500 registration fee.

Registration Fee – Additional Home Entries.

In the event Builder has properly secured a first home in the Parade and paid the applicable registration fee, subject to availability, Builder may enter one or more additional homes pursuant to the registration fee deadlines and other criteria listed above.

Potential Registration Fee Rebate

Builder shall receive a \$1,000 rebate of its registration fee if Builder signs up two new members in the BCA between [November 1, 2021 and May 31, 2022](#). No partial rebate will be given for signing-up only one new member. For purposes of this Addendum, a “new member” shall be defined as a company which has not been a BCA member during any of the twelve months immediately preceding the effective date of the 2022 Parade of Homes Agreement. Builder shall be entitled to this rebate for all homes entered into the Parade assuming Builder secures two new members in the BCA for each home entered. For example, if Builder has two homes in the Parade, Builder must secure four new members in the BCA to receive the rebate for each home. If Builder secures only two new members, it is entitled to only one \$1,000 rebate. Builder must submit the Rebate Request Form. See Exhibit C.

Sign Deposit. In addition to all other fees discussed in the Parade of Homes Agreement, Builder shall pay to the BCA a sign deposit of \$870 as discussed in Section 2.5 of the Agreement.

Survey Deposit. In addition to all other fees and the Sign Deposit discussed in the Parade of Homes Agreement, Builder shall pay to the BCA a post-Parade survey deposit of \$250 as discussed in Section 2.6 of the Agreement.

Original and Innovative Plans Only. Non-original plans not built for prior Parade of Homes shows may be entered into the 2022 Parade of Homes show, but shall not be judged and shall not be entitled to receive any Parade awards. Builder must identify when submitting plans that they are non-original.

Judging Process. The BCA, at its discretion, may set forth a separate judging category for attached entries. Criteria sheets used for judging will remain the same.

If there is only one Builder in any price point category, only one award will be given to such Builder.

Judging Price changes must be submitted no later than [April 21, 2022 by 5 p.m.](#) Any price changes after this date will not be accepted for the judging process and Builder will be disqualified from judging if they use/submit a different price after this deadline.

Only the Builder can request to be removed from or added back into judging and these requests must be submitted in writing no later than [April 21, 2022 by 5 p.m.](#)

Homes shall be ready not later than 9 a.m. on judging day. Judging will occur between 9 a.m. – 5 p.m., but no specific times will be given to builders. No one is allowed at the home during judging. Lock boxes or garage codes need to be provided for judging access.

Builder hereby agrees to these revisions/additions/modifications to the 2022 Parade of Homes Agreement.

BUILDER:

DATE: _____

COMPANY: _____

By: (signature) _____

Name: (print) _____

Its: (title) _____

PARADE OF HOMES AGREEMENT

THIS PARADE OF HOMES AGREEMENT (this "Agreement") is made and entered into effective this ____ day of _____, 20____, by and between the Building Contractors Association of Southwestern Idaho, Inc. ("BCA"), and the undersigned builder ("Builder").

WITNESSETH

WHEREAS, the BCA intends to conduct its annual Parade of Homes ("Parade"); and

WHEREAS, Builder desires to participate in the Parade upon the terms and conditions which are more particularly set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Builder Qualifications. Builder represents and covenants that ALL of the following builder eligibility requirements are met and satisfied:

1.1. Builder has built for sale at least five (5) homes within the last three (3) years;

1.2. Building and selling homes is currently the Builder's primary source of income;

1.3. Builder: (1) is currently an existing BCA builder member in "good standing", (2) has been a builder member in "good standing" with the BCA and/or the National Association of Home Builders for the entire twelve (12) months immediately preceding the effective date of the Letter of Intent signed by Builder associated with this Parade, and (3) will maintain this "good standing" status with the BCA and the National Association of Home Builders from the effective date hereof through-out the Parade;

1.4 No other person or entity may participate in the construction of the Builder's Parade home as a home builder or general contractor; and

1.5 Builder is in compliance with the Idaho Contractor Registration Act.

2. Fees and Deposits.

2.1. Registration Fee. Builder shall pay the Parade registration fee ("Registration Fee") detailed in the **2022** Parade of Homes Addendum.

2.2. Additional Fees. In the event Builder lists its Parade home with a real estate agency that is not a member of the BCA, Builder shall pay an additional fee of \$2,000 ("Additional Agent Fee").

In the event the Builder builds the Parade home in a development whose developer is not a developer member of the BCA, Builder shall pay an additional fee of \$1,000 ("Additional Developer Fee"). Builder must identify the developer pursuant to the developer identification deadline contained in the Parade Deadlines Form.

2.3. Late Fee. In the event Builder submits the Registration Fee, Sign Deposit, Survey Deposit, Letter of Intent and/or required insurance certificates discussed further herein after the deadline specified

in the Parade Deadlines Form attached hereto as Exhibit A, which is made a part hereof, Builder shall pay a late fee of \$1,000 (“Late Fee”).

For purposes of this Agreement, the Registration Fee, Additional Agent Fee, Additional Developer Fee and Late Fee shall collectively be referred to herein as “Fees”.

2.4. Registration Fee Refund. Builder may withdraw from the Parade at any time prior to Noon on the day of the Parade Lottery and receive a refund of the Fees, Sign Deposit and Survey Deposit. Refunds shall be returned to the Builder within ten (10) business days of the BCA’s receipt of Builder’s written notice of withdrawal. Likewise, Builders that do not receive winning tickets at the Parade Lottery will be entitled to a refund of the Fees within ten (10) business days of the Parade Lottery. Any costs incurred by the BCA on behalf of the Builder before the Builder’s withdrawal will be deducted from the Builder’s Fees unless the Builder has forfeited these Fees.

2.5. Sign Deposit. In addition to the Fees, Builder shall pay to the BCA a sign deposit of \$870 (“Sign Deposit”) which entitles the Builder to one main Parade sign, one etiquette sign, three directional signs, an a-frame sign, and a Parade flag (“Parade Signs”). Notwithstanding the foregoing, directional signs can be provided by Builder; provided, however, that the Sign Deposit shall not be reduced and all directional signs shall be pre-approved by the BCA prior to use and shall be consistent with the BCA’s approved directional sign format. A \$35 non-refundable usage fee will be withheld from the Sign Deposit. The remaining portion of the Sign Deposit will be returned to the Builder within sixty (60) business days of the sign return deadline as long as the BCA has received the Parade Signs from the Builder. Notwithstanding the foregoing, 1) all or a portion of the Sign Deposit will be retained by the BCA for damaged or unreturned Parade Signs, and 2) in the event the BCA elects to conduct the Parade via virtual showings only and Builder elects not to use any signs referenced above, Builder shall be entitled to the full refund of the Sign Deposit.

Fines of \$5 per day will be assessed and retained from the Sign Deposit for each Parade Sign not returned within seven (7) business days of the Parade Closing.

2.6. Survey Deposit. In addition to the Fees and Sign Deposit, Builder shall pay to the BCA a survey deposit of \$250 (“Survey Deposit”). In the event the Builder returns to the BCA the mandatory post-Parade survey by the deadline specified in Exhibit A, the BCA shall return to the Builder the Survey Deposit within sixty (60) business days of the survey return deadline. In all other events, the Builder shall forfeit the Survey Deposit.

3. Selection of Parade Builders.

3.1. Original Selection. Parade builders will be selected at the Parade Lottery via a drawing. Builders who have executed this Agreement and paid the Fees and Deposits will be eligible for the drawing provided they, or their agents¹, personally attend the Parade Lottery. Eligible builders will

¹ Prior to the Parade Lottery, the Builder must submit to the BCA by Noon on October 28, 2021, written appointment of the agent and the agent must register at the registration table prior to the Parade Lottery. No agent can represent more than one (1) builder. The agent must bring this agreement with the builder’s signature or a corporate resolution authorizing the agent’s signature on this agreement.

receive 1) one ticket for every two years of builder membership in the BCA or 2) a maximum of one ticket with respect to builders who have not been members in the BCA for two years, but who have had affiliate builder memberships with the National Association of Home Builders for at least one year (regardless of how many affiliate builder memberships the builder has held or how many years the builder has been an affiliate builder member with the National Association of Home Builders). The BCA has the right, but not the obligation, to perform reasonable investigations of builders to determine whether such builders are/were in good standing in the communities in which they are/were building, and to determine whether such builders will represent the BCA and the Parade in the high regard to which the BCA is accustomed.

Partial years will be rounded up to the nearest whole number. All tickets will be placed in a container and randomly drawn until 40 winning tickets ("Parade Slot(s)"), and not more than ten (10) alternate tickets, have been selected. The number of alternate tickets drawn shall be at the sole and absolute discretion of the BCA. Once a builder's ticket has been selected as a winning ticket, the Fees, Sign Deposit and Survey Deposit will become non-refundable (unless otherwise provided herein). Builders may only receive one winning ticket unless there are fewer than 40 eligible builders.

In the event there are more than 40 entries in the drawing, builders who have 10 or more tickets in the drawing get one automatic Parade Slot, as long as such builders meet all other requirements and qualifications contained in this Agreement.

In the event there are more than 40 entries in the drawing, and a builder does not receive a Parade Slot or alternate ticket, such builder shall receive an automatic Parade Slot in the next year's Parade, as long as such builder meets all other requirements and qualifications for the next year's Parade.

The BCA, in its sole and absolute discretion, may prohibit any builder from receiving a ticket for the Parade Lottery and/or participating in the Parade.

INITIALS FOR 3.1: _____

3.2. Additional Homes. In the event fewer than 40 Parade Slots are selected, builders may be allowed to draw for additional homes following the procedures outlined above ("Additional Homes"). Regardless of the number Parade homes a builder has in the Parade, each individual Parade home shall be subject to all the terms and conditions contained in this Agreement, including, without limitation, all deadline and remedy provisions, unless otherwise provided herein.

In the event fewer than 40 Parade Slots are selected after a second home drawing. Any new BCASWI builder member interested in taking a position to fill the 40 Parade slots may do so or if the 40 Parade Slots are filled by that time of shown interest new builder member may go on the alternate list. New Builder member must meet all other contract requirements.

3.3. Abandoned Parade Slots. Builder may abandon a Parade Slot if done so on or before the deadline specified in Exhibit A. In the event a builder chooses to abandon a Parade Slot, the BCA, at its option, may advise the builder with the first alternate ticket drawn ("Alternate 1") of the opening. Alternate 1 shall have 24 hours from receiving notice of the opening to accept the abandoned Parade Slot by paying the Registration Fee and Deposits (which becomes immediately non-refundable). If Alternate 1 fails to do so, Alternate 1 will be deemed to have waived its right to the Parade Slot, and the process may be repeated for the builders with the second, third, fourth and fifth alternate tickets drawn, in order, until the Parade Slot is filled. In the event none of the builders with alternate tickets accept the abandoned

Parade Slot, the BCA, at its option, may conduct a redrawing for the entry from a pool of the builders with winning tickets from the Parade Lottery. If this redrawing fails to fill the Parade Slot, the BCA, at its option, may conduct a redrawing from a pool of the builders who initially registered but did not have winning or alternate tickets. No alternate replacements will be allowed after the date specified in the Parade Deadlines Form.

4. Builder Requirements.

4.1. Plans.

a. Plan Submittal. Builder shall submit to the BCA floor plans, including front and side elevations (“Plans”), on or before the plan deadline date specified in the Parade Deadlines Form (“Plan Deadline”).

b. Plan Changes. In the event Builder materially changes the Plans after the Plan Deadline, Builder agrees to promptly submit the modified Plans to the BCA and Builder agrees to pay any additional expenses associated with changing the Parade home’s rendering (discussed in Section 5.3).

c. Original and Innovative Plans Only. Builder must submit original and innovative Plans. Builder represents that, to the best of Builder’s knowledge after exercising reasonable diligence, the Plans of the Parade home are not strikingly or substantially similar to any homes built, or being built, in the Treasure Valley. Builder further represents that the original and innovative Plans are designed and drawn specifically for the Parade. For purposes of this Section, a derivative and/or modification of a previous Parade home floor plan is not original and innovative.

Notwithstanding anything to the contrary in this Section, in the event Builder is granted the right to enter one or more Additional Homes into the Parade, such Builder may request in writing to the Parade Steering Committee an exemption from the original and innovative Plan criteria for such Builder’s Additional Home(s). Any such exemption shall be granted at the Parade Steering Committee’s sole and absolute discretion. If such an exemption is granted, such Additional Home(s) shall not be judged and shall not be entitled to receive any Parade awards.

INITIALS FOR 4.1c: _____

4.2. Building Permit. No Parade home building permit can be pulled before the date specified in the Parade Deadlines Form. Builder agrees to submit a copy of the Parade home building permit to the BCA on or before the date specified in the Parade Deadlines Form.

4.3. Rendering Description Form. Builder agrees to submit a completed Rendering Description Form, attached hereto as Exhibit B, which is made a part hereof, on or before the date specified thereon.

4.4. Commencement of Construction. Builder agrees that, except upon prior written consent of the BCA, commencement of construction on the Parade home shall begin no earlier than the date specified in the Parade Deadlines Form. For purposes of this Agreement, commencement of construction shall mean excavation of the site.

4.5. Insurance Requirements. Builder agrees to purchase and maintain at its expense property and casualty insurance on the Parade home for the full replacement value thereof insuring against fire and other comprehensive hazards of destruction. Builder also agrees to purchase and maintain at its own

expense, general liability insurance of sufficient limits to protect against liability arising from property damage, theft or personal injury on the construction site of the Parade home, but in no event less than \$300,000 per occurrence and \$600,000 general aggregate. Such liability insurance shall cover property damage, theft or personal injury caused or incurred by Builder, its agents, employees, subcontractors, guests and all other third parties while at the Parade home. Builder shall provide satisfactory documentation to the BCA that all required insurance has been obtained on or before the dates specified in the Parade Deadlines Form.

4.6. Construction of Parade Home. Builder agrees to construct the Parade home in the BCA's charter area per the Plans. The Parade home shall be a site-built or "stick" construction single family home. Modular, panelized, dome, manufactured, component, pre-fab, kit, factory-built, factory-made, pre-cut or mobile homes are not allowed in the Parade. For purposes of this Agreement, the following general definitions will be used by the BCA, in its sole and absolute discretion, to determine a Parade homes' classification:

a. Site-Built or Stick Construction Homes. Site-built or stick construction homes are homes constructed on the building site piece by piece. The construction of these homes must conform to state, local and regional building codes.

b. Modular Homes. Modular homes are constructed of pre-made parts and unit modules built at a factory. The modules are transported to the home site on truck beds and then lifted onto the foundation and anchored and joined together. Modular homes must conform to state, local and regional building codes of the destination site.

c. Manufactured Homes. Manufactured Homes are built in a factory and must conform to a federal building code administered by the U.S. Department of Housing and Urban Development. These homes are generally built on non-removable steel chassis and sections are transported to the home site on their own wheels.

4.7. Scheduling Deadlines and Use of Non-Parade Home Signs. Builder agrees that the Parade home must be completed per the Plans on or before 8:00 a.m. of the day specified for judging in the Parade Deadlines Form or the Parade home will not be judged. In addition, if the home is not completed by 5 p.m. of the Friday before the opening day of the Parade, 1) the home will not be identified as a Parade home at any point during the Parade, 2) the Builder will be subject to all remedies of the BCA contained in Section 7, and 3) the BCA shall have the right to place a reasonably sized sign in the yard of the incomplete Parade home stating that this home is not a Parade home. If the Builder has sold the incomplete Parade home, the Builder is responsible for ensuring that the new owner(s) agree that the BCA can place the non-Parade home sign in their yard. The non-Parade home sign will be removed within 48 hours of the last day of the Parade.

4.8. Scheduling and Other Deadlines. Builder acknowledges that time is of the essence for this Agreement and all scheduling and other deadlines contained in this Agreement, including, without limitation, all deadlines contained in Exhibit A, will be strictly enforced. Failure to meet any deadline by Builder shall be a default of this Agreement and the BCA shall be entitled to all rights and remedies contained in Section 7, including, without limitation, the ability to levy fines, the forfeiture of Fees and/or Deposits, as well as the disqualification from the current Parade, future Parades, Fall Parades or any other BCA activity.

INITIALS FOR 4.8: _____

4.9. Landscaping. The front yard of the Parade home, at a minimum, must be landscaped and reasonably maintained during the Parade. Sod is required for the front yard grass.

4.10. Furnishings. Builder agrees to fully stage the Parade home.

4.11. Pre-Parade Publicity. Neither the Builder nor its agents shall undertake any pre-Parade publicity or advertising announcing any home as a Parade home prior to the publicity dates specified in the Parade Deadlines Form (“Publicity Dates”). No mention or disclosure² of the Parade prior to the Publicity Dates will be allowed; provided that, the Builder may make reasonable disclosures of the Parade home’s affiliation with the Parade to subcontractors, suppliers and other workers necessary to construct the Parade home. **Neither the Builder nor its agents shall have an “open house” (as that term is known in the industry) for the public prior to the Parade opening. This includes open sales offices at the home but does not include private parties by invitation only.** This Section is not intended to prevent the Builder or its agents from attempting to sell the Parade home prior to the Publicity Dates. **Section 5.4 of this agreement shall be applicable to all pre-Parade publicity or advertising.**

INITIALS FOR 4.11: _____

4.12. Parade Signs

a. Usage. Builder agrees that the Parade Signs and all directional signs used by Builder associated with the Parade shall be used for the sole purpose of advertising the Parade home.

b. Removal. Within 48 hours of the Parade Closing, Builder shall remove and cease using the Parade Signs and all directional signs used by Builder associated with the Parade.

c. **Exclusive Sign Usage on Home Site. Prior to and during the Parade, the only signs promoting a home as a Parade home and/or promoting the Parade itself shall be the BCA’s Parade sign and etiquette sign. No other Parade of Home promotional signs shall be allowed at a Parade home.**

d. Other. Pursuant to Section 4.7, the BCA has the right to place signs in the yards of non-compliant Parade homes stating that these homes are not in the Parade.

4.13. Availability of Parade Home. Builder agrees to make the Parade home available for judging, inspections and public tours at all times designated by the BCA. Gates to communities must remain open during Parade hours.

4.14. Personal Presence Required. Builder agrees that at all times the Parade is open for public touring, at least one agent of the Builder will be present in the Parade home.

² This includes, but is not limited to, disclosures through signs, articles (solicited or unsolicited), Multiple Listing Service, broadcast fax or email, the internet or world wide web, social media outlets, magazines, newspapers, or any print, electronic or other media.

4.15. Transfer of Possession. Builder may sell and close the Parade home at any time but in no event shall Builder transfer possession on or before the Parade Closing.

4.16. Compliance With Laws. At all times relevant to this Agreement, Builder agrees to comply with the BCA's bylaws and all applicable federal, state and local laws, ordinances, codes, rules and regulations regarding Builder and the construction of the Parade home, including, without limitation, the non-discrimination provisions contained in the Fair Housing Act.

5. BCA Requirements

5.1. Organize, Advertise and Conduct Parade. The BCA agrees to organize, advertise and conduct the Parade.

Notwithstanding anything to the contrary contained in this Agreement, given the current state of the Covid-19 Pandemic, the Parade may be conducted by the BCA via its normal in-person showings to the public and/or via virtual showings. The BCA, in its sole and absolute discretion, may terminate the in-person showings to the public of all Parade homes and Additional Homes if it believes such a termination is in the best interests of the public. In such event, the Parade shall be conducted via the virtual showings only as further discussed in Section 9.19. In addition, not later than March 9, 2021, Builder may notify the BCA of its desire to limit any of its initial Parade home or Additional Home showings to virtual showings only.

In the event of any in-person Parade home or Additional Home showings during the Parade, Builder must adhere to any and all Covid-19 rules, regulations and/or restrictions currently in place by any applicable local, state and federal authorities, including, without limitation, social distancing, occupancy limitations and/or the wearing of gloves or masks. For further information please visit the Central District Health Website at www.edhd.idaho.gov.

Finally, in the event the Parade occurs via virtual showings only, no fee refunds will be given. By signing this Agreement, Builder acknowledges that all fees are non-refundable after 5 p.m. November 4, 2021, regardless of the format in which the Parade actually occurs.

Nothing contained in this Section is meant to limit private showings of any Parade home or Additional Home by Builder as long as all applicable Covid-19 rules, regulations and/or restrictions, if any, are followed.

INITIALS FOR 5.1: _____

5.2. Parade Signs. Prior to the Parade opening, the BCA shall provide to the Builder the Parade Signs.

5.3. Renderings. The BCA agrees to contract with a professional designer/architect to prepare renderings of the Parade home for use in advertising materials and other publications. The BCA shall pay for the cost of preparing the rendering; provided, however, that any changes to the rendering made at the request of the Builder shall be paid for by the Builder. All original renderings are the property of the BCA but may be given to the Builder following the Parade Closing. Photocopies of renderings may be made available, at no cost, to persons designated in writing by the Builder or its agent. Original renderings may be borrowed by persons designated in writing by the Builder or its agent. The Builder agrees to pay to the BCA \$250 for lost, late or damaged original renderings.

5.4. Trademark License. The BCA hereby grants to the Builder the non-exclusive, personal and non-transferable right to use the trademark "Parade of Homes" in accordance with this Agreement. Builder acknowledges that this trademark is registered by, and is the sole property of, the BCA. Builder agrees that the BCA's ownership of this trademark must be clearly indicated in all advertising, marketing and other use of the trademark by the Builder or its agents. Builder further agrees to comply with all state and federal trademark laws and not to perform any act which may impair the BCA's right to such trademark.

6. **Public Entrance Fee**. Builder hereby acknowledges and agrees that the BCA may be charging the public an entrance fee into the 2022 Parade. Builder will be required to provide a host at the door to accept, check and scan tickets.

7. Remedies and Interest. Should any party breach any term of this Agreement, it shall be a default hereunder, and the non-defaulting party shall be entitled to all rights and remedies as are available at law or in equity. In addition, in the event of any Builder default, the BCA may, at its sole and absolute discretion, fine the Builder, disqualify the Builder from any and all other BCA activities, including, without limitation, the Parade, future Parades and the Fall Parades, and/or retain all Fees, the Sign Deposit and/or the Survey Deposit paid by the Builder. All BCA remedies contained herein are non-exclusive and one or more of such remedies may be exercised by the BCA simultaneously. Any and all fines levied by the BCA shall be paid by the Builder within thirty (30) days of receiving an invoice therefore. Fines due and unpaid hereunder shall bear interest from the date payment is due at the rate of 12% per annum, but not to exceed the maximum rate allowed by law.

INITIALS FOR 7.0: _____

8. Bound By Agents. Builder hereby appoints _____ as its designated agent for the Parade. Builder agrees to be bound by, and acknowledges that the BCA will rely upon, all representations, approvals, statements, acts and omissions of this agent.

9. Miscellaneous

9.1. Appeals. Any decision or action by the BCA under this Agreement may be appealed to the BCA's board of directors ("Board") by submitting a written appeal to the Board not later than ten (10) business days after such decision or action outlining what decision or action is being appealed and the reasons said decision or action was inconsistent with this Agreement. The Board will evaluate the appeal and render a decision within a reasonable period of time which will be final.

9.2. Survival of Terms. The terms and provisions hereof, and all documents being executed hereunder, shall survive the Parade Closing.

9.3. Waiver. The failure or delay to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce such provision.

9.4. Severability. In the event any one or more of the provisions contained in this Agreement are determined to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9.5. Immediately Available Funds. All payments made under this Agreement shall be made in immediately available funds.

9.6. Indemnification. Builder agrees to indemnify and save the BCA harmless from and against all liability, claims, losses, causes of action, damages, costs and expenses, including attorneys' fees and costs, of whatsoever kind or nature, arising from a breach of this Agreement or any property damage, theft or personal injury occurring on the premises of the Parade home.

9.7. Limitation of Liability. Builder agrees and acknowledges that the BCA shall not be liable or responsible for any damage, casualty, or loss which may occur to any persons, the Parade home, its contents, or any other property of the Builder or others before, during or after the Parade.

9.8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

9.9. Entire Agreement. This Agreement and the other documents to be executed by the parties hereunder, embody the entire agreement between the parties relative to the subject matter hereof, and there are no oral or parol agreements existing between the parties relative to the subject matter hereof which are not expressly set forth herein or in the documents to be executed, and in the case of any conflicts between any such documents, this Agreement shall control.

9.10. Amendments. No term of this Agreement may be amended, modified, waived or changed except by a writing signed by all of the parties hereto.

9.11. Additional Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the BCA or Builder, the parties agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at all times contemplated in this Agreement, any and all such further acts as the BCA or the Builder, as the case may be, may reasonably require.

9.12. Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

9.13. Attorney's Fees. In the event of any controversy, claim or action being made, filed or instituted between the parties to this Agreement to enforce the terms and conditions of this Agreement or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees and costs, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment.

9.14. Assignment. This Agreement may not be assigned or otherwise transferred by either party without the other's prior written consent. For purposes of this Agreement, an assignment or other transfer shall be deemed to include a change of ownership or control of any party hereto such that: (i) a single person having direct or indirect majority ownership or control of a party hereto ceases to have such ownership or control; or (ii) there is a change of more than fifty percent (50%) in the composition of any group of persons having direct or indirect majority ownership or control of a party hereto; or (iii) a party hereto sells substantially all of its business or that portion of its business to another person. Person shall mean and include an individual, a corporation, a partnership (general, limited or limited liability), a joint venture, a limited liability company, an association, a trust or any other organization or entity.

9.15. Authority. Each person executing this Agreement on behalf of an entity represents and warrants that such person has proper authority to execute this Agreement of behalf of such entity.

9.16 Construction. All parties to this Agreement have been represented by, or have had the opportunity to be represented by, separate legal counsel. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either party regardless of which party caused the preparation of this Agreement.

9.17 Notices. All notices or other communications given with respect to the subject matter of this Agreement shall be in writing, and shall be served on the parties addressed as follows:

If to the BCA:

BCASWI
6206 N. Discovery Way
Suite A
Boise, Idaho 83713
(E) info@bcaswi.org

If to Builder:

(E) _____

Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one (1) business day after deposit with such courier, (c) sent by personal delivery, in which case notice shall be deemed delivered upon delivery or (d) sent by e-mail, in which case notice shall be deemed delivered upon sending the e-mail. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

9.18 Addendums. Any addendum signed by Builder shall become part of this Agreement and be subject to its terms. Regardless of any modification, clarification or addition caused by an addendum, this Agreement shall remain in full force and effect, subject to such modification, clarification and/or addition.

9.19 Website Tours (**Still Photos and Virtual**). Each Parade home and Additional Home is eligible to be included on the BCA's Parade of Homes website in both still photo and virtual tour format. In order to be included in the still photo format, the BCA must receive no more than 15 exterior and interior photos (including front elevation, back elevation, back yard, and main room photos, but excluding up close fixture, lighting and decoration photos) in jpg format at 2,000 pixel width, horizontal orientation, not later than the date specified in the Parade Deadlines Form.

In order to be included in the virtual tour format, the BCA must receive a 3D Matterport video not later than the date specified in the Parade Deadlines Form.

INITIALS FOR 9.19: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

BUILDER:

BCA:

COMPANY: _____

BUILDING CONTRACTORS ASSOCIATION OF
SOUTHWESTERN IDAHO, INC.

By: (signature) _____

By: _____

Name: (print) _____

Name: _____

Its: (title) _____

Its: _____

ICR#: (state registration) _____

EXHIBIT A
Parade Deadlines Form

These dates are subject to change with reasonable notice.

Failure to meet any deadline by Builder shall be a default of this Agreement and the BCA shall be entitled to all rights and remedies contained in Section 7 thereto, including, without limitation, the ability to levy fines, the forfeiture of Fees and/or Deposits, as well as the disqualification from the current Parade, future Parades, Fall Parades or any other BCA activity.

May 1, 2021	Building Permit Start Date/Commencement of Construction on Parade Home May Begin
October 20, 2021 by 5 p.m.	Payment of Registration Fee, Sign Deposit and Survey Deposit, as well as Submittal of Letter of Intent and Property and Casualty and General Liability Insurance Certificate(s) (minimum of \$300,000/occurrence – \$600,000/in the aggregate)
October 28, 2021 5:30 p.m.	Parade Lottery/Parade of Homes Agreement Signing
Nov. 4, 2021 by 5 p.m.	Parade Entry Fees Become Nonrefundable
November 11, 2021	Fees Returned to Builders Not Selected at Parade Lottery
December 16, 2021	Plan Deadline – Floor, Front & Side Elevations Written Submittal of Developer Company Name
December 30, 2021	Last day to notify BCA of the abandonment of a Parade Slot.
January 15, 2022	Publicity Date for Parade Builders and Realtors to promote the Parade builders Parade homes.
January 25, 2022	Exhibit B - Rendering Description Form Deadline (including map) Building Permit Submitted to BCA – MUST INCLUDE PERMIT # AND DATE ISSUED No alternate replacements will be allowed after this date.
March 23, 2022	Deadline to notify BCA in writing if you will not be holding Parade home or Additional Homes open to the public. Private showings exempt.
June 1, 2022	Exhibit C Rebate Request Form

April 21, 2022 by 5 p.m.	Last day to submit price changes for judging
TBD	Safety Seminar
April 29, 2022 by 5 p.m.	Still Photo Submittal Deadline – No more than 15 Home Photos. 3D Matterport Video Submittal Deadline
May 2, 2022	Publicity Date for all other BCA members to promote the Parade of Homes.
May 3, 2022	Judging Day
May 5, 2022	Parade Awards Banquet
May 7, 2022, Noon	Parade Opening
May 9 th and May 16 th	Parade Temporarily Closed
May 22, 2022, 8 p.m.	Parade Closing
May 24, 2022	Parade Signs and Post-Parade Survey Must Be Returned to BCA. Fines and/or Deposit Forfeiture for late returns.
August 24, 2022	Sign and Survey Deposits Returned to Builder (if undamaged and on-time).

EXHIBIT B
RENDERING DESCRIPTION FORM

Please answer all questions clearly and completely. **This form must be submitted to the BCA Office by January 25, 2022**. Please print or type all information required. If you have any questions, please call 377-3550. E-mail to ablume@heritagewifi.com.

Failure to meet any deadlines by Builder shall be a default of this Agreement and the BCA shall be entitled to all rights and remedies contained in Section 7 thereto, including, without limitation, the ability to levy fines, the forfeiture of Fees and/or Deposits, as well as the disqualification from the current Parade, future Parades, Fall Parades or any other BCA activity.

1. Builder Name: _____
(The Builder Name will not be listed in your home advertisement in the Parade Magazine)
2. Builder Company: _____
(The Builder Company name will be listed in your home advertisement in the Parade Magazine)
3. ICR#: (State Registration Number - REQUIRED) _____
4. Builder Address: _____
5. Builder Phone _____ Builder FAX _____ Builder Mobile _____
Builder Website: _____ Do you want this printed in your builder ad? ___ Yes ___ No
Builder E-mail: _____ (Needed for relaying information and proofing to builder)
6. Form Submitted By: _____ Phone/FAX _____ / _____
7. Name of Parade Home: _____
8. **Developer: _____
9. Subdivision: _____
10. Phase, Lot & Block #: _____
11. Address of Parade Home: _____
12. Provide Home GPS coordinates (**decimal format**) Latitude: _____ Longitude: _____
13. Square Footage: _____

14. Marketing Agent Name: _____ Cell _____

**Agent Company _____ Phone _____ FAX: _____

Agent E-mail: _____

15. Sales Price: \$ _____ (must include overhead and profit)

- (minus) Realtor Commission \$ _____ (if any)
- (minus) Lot Price \$ _____ (must be Fair Market Value)

= Net Judging Price \$ _____

(*[April 21, 2022 by 5 p.m. is the last day to submit any price changes for judging](#))

Builder Initials: _____

16. Do you want the Sales Price printed in the Magazine? (circle one) Yes No

PLEASE NOTE: ONLY CURRENT BCA MEMBERS IN GOOD STANDING WILL BE LISTED ON YOUR HOME ADVERTISEMENT IN THE PARADE MAGAZINE (EX: DRAFTSMAN, INTERIOR DESIGNER, ETC.).

17. Architect & Company Name: _____
License #: _____ (Will only be listed as Architect if there is a license # provided.)

18. Draftsman: _____

19. Interior Designer: _____

20. Furnishings: _____

21. Warranty: _____

22. Other: _____

23. Logos: (3 in addition to the BCA logo.) Please list and e-mail logos. Do not FAX logos. They are not suitable for printing purposes. BCA logo already provided. **LOGOS MUST BE 300 DPI.**

CMB builders are required to place the CMB logo on their ad. Please be aware this may limit space to add three additional logos beyond the BCA and CMB logo.

a.

b.

c.

24. Please provide a plat map of the subdivision. (**available from your title company**)

a. Identify major cross roads

b. Provide North and South indicator.

c. Provide geographical indicators (i.e. river, lake, park, school, railroad etc.)

d. Print or type street names clearly and correctly.

e. Denote location of the house on the map. Be sure to put it on the correct side of the road at the approximate location on the street.

f. Show the location in relation to other Parade homes on the same street.

25. Brief directional description: (i.e. N. of Emerald on 5 Mile, R on Mesquite to 1225 Mesquite)

**** Developer and Marketing Agent are required to be members of the BCA or the Builder's entry fee increases. See Section 2.2 of the Agreement.**

Exhibit C
Rebate Request Form

Please complete this Form in its entirety to submit for your potential entry fee rebate.

Due by June 1, 2022

Builder Company Name: _____

Builder Name: _____

Builder Phone/Mobile: _____

Please indicate below what new member companies you signed up between November 1, 2021 – May 31, 2022:

Company: _____ Contact Name: _____ Month of Membership: _____

Company: _____ Contact Name: _____ Month of Membership: _____

Company: _____ Contact Name: _____ Month of Membership: _____

Company: _____ Contact Name: _____ Month of Membership: _____