

RULES AND REGULATIONS

PARADE OF HOMES PRICING

Entry Fees: First Home = \$300 (Member Price), \$600 (Non-Member Price) Each Additional Home = \$150 Contract Deadline: August 1st, 2018 (\$50 daily late fee. \$250 max.)

PARTICIPATION IN THE PARADE IS SUBJECT TO THE FOLLOWING CONDITIONS:

Eligibility

1. If parade participants are MAB members, they must be in good standing (i.e. no outstanding accounts receivable and dues are current).

2. Building permits on the home(s) must have been issued within 2 years of the Parade start date.

3. The Undisclosed Price category is for pre-sold homes only. The purpose of this category is to allow builders to showcase their homes without revealing the purchase price out of respect for the homeowner.

4. Parade homes must have certificate of occupancy prior to the first day of the Parade.

To ensure that a home is complete and safe for those touring during the Parade, a certificate of occupancy is required and should be emailed to

contact@minotab.com before the start of the Parade. The contract language states:

The entry must be complete by September 11, 2018. A complete entry is one in which the Builder has secured a Certificate of Occupancy from the city. This means building, electrical, plumbing and mechanical inspections have been approved. No refund will be made for an incomplete Entry. All homes must be open to the public during all Parade hour during the days of the Parade.

5. Builders may enter as many homes as they wish, providing they pay required entry fees.

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6. Participants must sign a contract with MAB for each home entered agreeing to abide by the rules and regulations established by the Parade Committee. No homes will be accepted without signed contract.
7. Builders enter the Parade in good faith, with every intention of completing their home prior to the Parade. If, for some reason, the home cannot be completed, the MAB office must be notified in writing by August 15th, 2018 to remove the entry from the Parade of Homes Magazine and to qualify for a \$200 credit that will be applied to the Parade next year. If the Builder wishes to withdraw his/her entry after the August 15th, 2018 deadline, the entry fee will not be refunded and their home may still appear in the Parade of Homes Magazine.

Pricing of Homes/Sale of Homes

8. Homes will be placed and listed in price categories by the Parade Committee; the Undisclosed Price category is for pre-sold homes ONLY.

Incomplete homes will not be included in the Parade. All

Parade homes must be completed prior to the Parade

9. The quoted price shall be the selling price including the lot and ALL options, upgrades and additions featured in your Parade Home. These include, but are not limited to, all levels finished, upgrades to woodwork, wall finishes, countertops and floor coverings, and landscaping such as lawn, sod, trees, planters, etc. 10. The price for the home submitted by the Builder and listed in the Parade of Homes Magazine, must be near the reproducible price of the house and lot entered as shown. The MAB understands that material costs vary throughout the year. Participants agree to offer their Parade Home or duplication of their Parade Home for sale for no more than the price appearing in the Parade of Homes Magazine on an equally-valued lot (lot cost and required site improvements) through the last day of the event. Promotional prices may be offered in the text description.

11. Participants will not be able to make price changes after August 1st, 2018.

12. Participant agrees that if the Parade house sells after signing this contract and prior to the start of the Parade, it may only be included in the Parade with the consent of the new owners. If either the participant or the new owners wish to withdraw the home from the Parade, participant understands no refund will be given after August 15th, 2018.

Official Signage and Subcontractor Signage

13. All subcontractors, decorators, designers, etc. must be in good standing with MAB (if they are members) in order to display promotional signs and materials. Please encourage your subcontractors that are not members to join. 14. Only official MAB Parade yard signs, participant yard signs and member subcontractors signs will be allowed in the front of each entry.

15. The Parade Committee will place and pick up arrow signs. The Builder will pick-up and return the official Parade Home signs to the MAB office by September 21st, 2018.

Liability

16. Participant agrees to accept the sole responsibility for security of his/her home(s), both during construction and while used as a showcase home.

17. Participant must hold liability insurance indicating bodily injury coverage of \$1,000,000 and property damage limits of \$1,000,000. Certificates of Insurance must be sent to the MAB in advance of the Parade of Homes indicating proper coverage.

Miscellaneous

18. The final decision on all matters of general policy of the Parade shall be made by the MAB Board of Directors based on recommendations of the Parade Committee.

Ticket Sales

19. Tickets will be available for pre-sale starting September 1st, 2018.

20. Tickets provide entry into all homes and are valid for the entire day.

21. Admission charged to the public is \$5 per adult ticket.

Post-Parade Rules

23. All Official MAB Parade signs must be returned by the Builder by September 21st, 2018.

24. Reported violations of the Rules and Regulations will be reviewed by the Parade of Homes Committee and may result in suspension from participation in the Parade of Homes, if recommended to the MAB Board of Directors and approved.

The Builder also agrees to the following terms ("Terms"):

- Damages due to errors or omissions concerning Builder's entry, maps, Builder's information in the Parade advertisements or any related advertising, press releases, etc., are limited to a maximum of a refund of the Builder's application fees.
- 2. Neither MAB, any members of the Parade Committee, nor their Board of Directors, officers or employees will be responsible for any death, injuries to a person, or for loss or damage to property that may occur from any cause whatsoever related to or arising or resulting directly or indirectly from Builders participation in the Parade or its Entry. Builder, for itself, its directors, officers, employees, agents, and invitees, expressly release the Released Parties from any and all claims, demands, damages, losses, actions or causes of action of whatsoever kind of any such loss, damage, death, or injury and assumes responsibility for the same and agrees not to hold the Released Parties or person responsible or liable.
- Builder agrees to assume, defend, protect, indemnify, and hold harmless the Released Parties against any and all claims, demand, damages, losses, expenses, actions or causes of action of whatsoever kind, including, but not limited to: any claim for death, injuries or damages to persons, loss or damage to property, or copyright infringement ("Claims") related to or arising or resulting directly or indirectly from Builder's participation in the Parade or its Entry unless such Claims are the result of the actions or fault of the Released Parties or any other fails to defend, the MAB has a right to conduct a defense. The MAB shall also be entitled to recover from the Builder the full amount of all losses sustained as a result of any such Claim including recovery for the attorney fees and costs of defending against any such

Claim. In the event that the property being shown by the Builder is not owned by the Builder and damages occur, the Builder will pay for any and all damages caused by the Entry or Entry property and place all the property destroyed or damaged in its original condition.

Builder authorizes MAB to utilize the Builder's Application information, logo or trademark and contact information for inclusion in the Parade magazine and other purposes. Builder represents that it has ownership rights and copyrights to all photos, trademarks, logos and images provided to the MAB.

Promotional Opportunities

The Parade Committee shall do everything possible to ensure that the Builder receives all possible benefit from the media to better showcase his/her home(s).

Parade of Homes Magazine: Entry fee grants the Builder a spot in the Parade of Homes magazine. All Builder layouts will be uniform in design and at the discretion of MAB. Each Builder feature will include a picture or rendering of the home, price, description and directions.

Photos: Builders are in charge of providing their own photos for the magazine. Please remember to use the highest quality setting on your digital camera.

Media Advertising

The overall goal of the Parade of Homes is to promote home building, home ownership and you, our members. However, there are some promotional guidelines that must be followed:

- Listing with MLS is permitted.
- Builder is responsible for the actions of his/her Realtor.
- Newspaper, radio, TV or other promotional advertising is allowed. However, all advertising must properly list the Minot Association of Builders as the official sponsor of the Parade of Homes. The official Minot Association of Builders parade logo can be provided at your request.
- The MAB may take exterior and interior photos of any Entry during Parade hours and Builder allows their use for marketing purposes.
- Builder must have ownership and copyrights, if applicable, to all photos, logos and other images as well as any construction plans provided to the MAB.

Home Staging

Builders are encouraged to have homes furnished, complete with window treatments and pictures or wall hangings. Staged homes are proven to sell faster, and it provides a better overall experience for the buyer—just like they're stepping into their new home. The MAB also suggests that (weather permitting):

- Driveways be poured, or at least covered in plywood or graveled to facilitate access to the home,
- Sidewalks be completed where required, and
- Landscaping be done, such as shrubs and/or trees in the front yard. (Not a requirement)

Remember, curb appeal is the buyer's first impression.

Make it a good one!

Events & Activities On Site

Events and activities that detract from the mission of the Parade of Homes are prohibited from being conducted at home sites without prior consent by the Parade of Homes Committee. If you plan to host events or activities that include but are not limited to food service or sales, children's games, or contests, please contact the MAB office