

BIA TOUR OF HOMES PARTICIPATION AGREEMENT

Fall 2019 – September 7/8 & 14/15

ELIGIBILITY:

1. In order to be eligible to participate in the BIA Tour of Homes, builders must be a BIA builder member in good standing.
2. Entry is a new home and has never been lived-in/occupied.
3. A complete house is one which all items are completed, and the builder could qualify for a Certificate of Occupancy. If my home is incomplete and/or unsafe my home may not be toured by the public and will be listed as such on the Tour website, App, and Event Guide. Landscaping is not required however home should be easily accessible.
4. I agree indemnify and hold BIA harmless, to the fullest extent permitted by law, for bodily injury, property damage, or other liability occurring, arising out of or relating to my BIA Home Tour entry or entries on this event. I agree to carry liability insurance containing a combined single limit of at least 1,000,000 each occurrence/\$1,000,000 aggregate, or its equivalent on my BIA Tour of Homes entry from September 7 - 15, 2019.
5. I agree that my home will be complete and ready for showing by noon the Thursday prior to start of Tour.

PAYMENT:

6. If my entry is not received on or before the entry deadline, I agree to pay \$200 late fee.
7. I agree to provide half payment due when entry is made and final payment balance due by deadline or property will be pulled from Tour.
8. I agree to the published dates and penalties regarding withdrawal of entry.

PROPERTY / PROFILE INFORMATION:

9. Builder is responsible for submitting information for builder profile and property online and maintain accuracy.
10. Proof of information appearing in the Event Guide must be signed by deadline. If signed proof not returned on time, any mistakes printed in the Guide will be my responsibility; BIA will not be liable for any mistakes.

PHOTOGRAPHY:

11. I agree to work with Parade Craze assigned photographer to schedule a convenient time to photograph my home. I acknowledge that photography will take place only once home is staged. If home will not be staged, photography will only take place if home is complete.
12. Photo Appointment Cancellation. If a scheduled photography appointment isn't cancelled or rescheduled at least twenty-four (24) hours in advance of the scheduled time, Builder agrees to pay a \$50 cancellation fee. This fee also applies if a Builder, or associated representative, fails to show up to a scheduled appointment or if the home is not properly prepared or suitable for a photo shoot. If home is not 100% complete, Parade Craze will not photograph the house and charge a \$50 rescheduling fee to come back.

STAFFING/HOURS

13. I agree that my home will be staffed and open for public viewing during all BIA Home Tour hours.

IN-HOME PROMOTIONS:

14. I agree to display sponsor promotional information.
15. I agree to not display non-sponsor promotional material other than in the garage or basement.
16. I understand that a BIA representative may tour my property at any time during tour and report any violations.

SIGNAGE:

17. I agree that my BIA Tour of Homes sign will remain posted and clearly visible for the duration of the Tour. I agree that I will be responsible for removal of all signs following end of Tour. I further agree that I will adhere to local sign placement rules within the area of which my property is located.

18. **License.** Notwithstanding any other provision of this agreement, builder hereby grants BIA of central Ohio a non-exclusive, royalty-free, sub-licensable right and license to use all home details, photos, descriptions, drawings, blueprints, advertisements, etc. provided to BIA of central Ohio by builder (collectively, the "Materials") for reproduction, publication, and other use by the BIA and authorized third parties for the promotion and operation of the BIA Tour of Homes before, during and after the event.

19. **Indemnification.** Builder hereby represents and warrants that Builder is the owner or licensee of the Materials and that Builder has the right and/or license to provide the Materials to BIA of central Ohio for use before, during and after the event as set forth herein. Further, notwithstanding any other provision of this agreement, Builder hereby agrees to hold harmless and indemnify BIA of central Ohio from any and all third-party claims, demands, fees, and costs (including reasonable attorney fees) associated with the use of the Materials used by BIA of central Ohio in relation to the event.

Maximum penalty for violation of any of the rules may include loss of eligibility for up to two Parade of Homes and/or Tour of Homes events and probation for up to three years.

By signing this form, I acknowledge I have read and understand the rules of participating in the BIA Tour of Homes event and the violation of these rules may lead to loss of eligibility for future BIA Tour of Homes, Parade of Homes, and imposition of a period of probation.

Member Company Name: _____

Signature of builder or authorized representative: _____

Print Name: _____

Phone: _____ Email: _____

Number of properties entered: _____ Date: _____