



**Home Builders Association of St. Joseph Valley  
Spring Builders Showcase – May 2023**

**PARTICIPATION AGREEMENT**

This agreement is made for the participation in the 2023 Builders Showcase hereinafter referred to as “Showcase” between the Home Builders Association of St. Joseph Valley, a non-profit corporation, whose address is 103 E. Grove Street, Mishawaka, IN 46545 hereinafter referred to as “HBASJV” and Builders Showcase Entrant, as identified hereinafter in this agreement as "Participant" or “Builder”.

**EVENT DETAILS:** The Home Builders Association of St. Joseph Valley (HBASJV), represented by the Showcase Committee, will present a Builders Showcase (“Showcase”) in May 2023. This show will feature homes which are of excellent design, workmanship and appeal to the public touring the homes.

**1. Dates**

The 2023 Builders Showcase will begin on Friday, May 12<sup>th</sup>, when the Online Tour Experience will launch on [www.HBAShowcase.com](http://www.HBAShowcase.com). The public visitation hours for the Showcase will be:

- Saturday May 13<sup>th</sup> 1:00 – 6:00pm, EST
- Sunday May 14<sup>th</sup> 1:00 – 6:00pm, EST
- Wednesday May 17<sup>th</sup> 5:00 – 8:00pm, EST
- Saturday May 20<sup>th</sup> 1:00 – 6:00pm, EST
- Sunday May 21<sup>st</sup> 1:00 – 6:00pm, EST

**2. Participation / Criteria**

- Participant must be a single Builder Member as defined by the HBASJV Bylaws and an active participant in the Indiana Quality Assurance Builders Standards Program.
- Participant must have been a member of good standing prior to application, and shall not be in a state of suspension, be delinquent in dues or other monetary obligations to the HBASJV from the time of signing the contract through the Showcase. The HBASJV Board of Directors has the right to waive the membership requirement at its sole discretion.
- Participant must provide, according to the established “Participation Deadlines”, a Certificate of Insurance as described in Section 4 below.
- Homes completed in the 12 months prior to the date of the Showcase shall be eligible to be enrolled. Homes cannot have been part of a previous HBASJV Spring Builders Showcase or Fall Showcase of Homes. Participant can request an exception from the Showcase Committee for previous entries.
- Participant may enter multiple homes in the Showcase. An additional Participation Agreement and Entry Fee shall be required for each home. Discounts would apply to additional entries.

The Showcase Committee and the HBASJV Board of Directors reserves the right to accept or deny any application. Questions regarding the eligibility of a home should be directed to the Showcase Committee and/or the HBASJV Board of Directors. Builders will agree that if Builder fails to comply with this entire agreement, they may be declared ineligible to participate in this, and future Showcases.

**3. Decisions and Arbitrations**

The Showcase Planning Committee shall have the right to decide all questions concerning the general conduct and day-to-day operation of the Showcase.

#### **4. Insurance**

Builder/Participant agrees that they are responsible for insuring the site and maintaining it in a condition that is safe for entry of the general public. They further agree to provide the HBASJV a certificate of insurance showing general liability limits of \$1,000,000 each occurrence and \$2,000,000 aggregate listing the Home Builders Association of St. Joseph Valley as an additional insured on a primary and non-contributory basis, and an umbrella policy with a \$1,000,000 limit. The certificate must be provided by the appropriate deadline as described in the accompanying document “**Showcase Entry Checklist and Deadlines**”.

#### **5. Liability, Indemnification and Hold Harmless**

HBASJV and Participant agree to indemnify and save each other harmless from and against all claims, losses, costs, damages, expenses, and liabilities for bodily injury, death on property damage, without limitation, attorney's fees, statutory liabilities, and obligations under workmen's compensation laws, arising out of or in connection with any and all transactions and occurrences on or about the "Participants" Builders Showcase entry, regardless of cause. "Participant" and "HBA" mutually waive any right of subrogation which either might otherwise have against the other to the extent that the loss in question covered by insurance, render such insurance coverage void, ineffective or unenforceable. However, provided further, neither Home Builders Association of St. Joseph Valley nor Participant Firm waive any right of subrogation, whether or not the loss is covered by insurance, as to any loss or damage cause either by any (1) act of omission of a person other than Participant Firm, the Home Builders Association of St. Joseph Valley and respective officers, partners, participants employees, agents, assigns, representatives, agreementors, and subagreementors, or (2) by an intentional, dishonest, fraudulent, malicious, or criminal act or omission of any person. In the event a claim is made as to which subrogation has not been waived, Participant Firm and Home Builders Association of St. Joseph Valley mutually agree to execute and deliver any documents, instruments and papers, and to do any other reasonable act requested by the other as necessary to secure and maintain such right of subrogation.

#### **6. Safety Affirmation**

Builder agrees to provide the HBASJV with a signed “**Safety Affirmation Form**” certifying that they will maintain this site in a condition that is safe for the viewing public. Any Showcase home that is deemed to be unsafe by the HBASJV may be declared ineligible for display as an entry in the Spring 2023 Builders Showcase. Builder agrees that without providing the signed Safety Affirmation Form, the home will not be open to the public. Builder Participants must also adhere to any applicable federal, state and local laws and regulations.

#### **7. Incomplete Homes**

Any Showcase home that is not suitably completed may be declared ineligible by the HBASJV for display as an entry in the Spring 2023 Builders Showcase. Builder may request an exception by contacting the Showcase Committee or HBASJV Board of Directors by email or in writing.

#### **8. Accessibility**

Homes enrolled in the Showcase must be located on all-weather roads and be accessible to passenger cars. Parking and turn-around areas must be available for large numbers of automobiles. If location cannot meet the above, a plan must be submitted with application for traffic flow for approval from the Showcase Committee. Pedestrian access must be safe and pathways to home must be clear of all debris and safe for foot traffic.

#### **9. Online Tour**

The Spring Builders Showcase will include an Online Tour Experience for each home that will launch

on [www.HBAshowcase.com](http://www.HBAshowcase.com) on Friday, May 13<sup>th</sup>. Participation in the online portion of the event will be included at no additional cost to the participant. Participation in all online promotion will be optional to the Builder and will be subject to all applicable deadlines set by HBASJV for content needed (home details, photography, etc.).

## 10. Viewing Hours and Greeters

Builder agrees to keep their Showcase house open to the public during the hours designated by the committee. Hours are 1pm to 6pm (EST) on Saturday and Sunday as well as 5pm to 8pm (EST) on Wednesday. Builder shall have a representative from their firm at the site during those hours.

Builder may also request an HBA-provided volunteer (“Greeter”) to be on site during Showcase hours to represent the Association and the Showcase event by answering general questions from guests.

## 11. Entry Fee and Discounts

For participation of home as an official entry in the Showcase, Builder will pay to the HBASJV an entry fee for each home submitted at the time of submission of the signed agreement. The fee is non-refundable after acceptance into the Showcase.

**Participation Agreement Deadline is Friday, March 24<sup>th</sup>.** Upon receipt of signed Participation Agreement, the HBASJV will invoice the Participant for the amount due payable upon receipt. Payment by check payable to “Home Builders Association of St. Joseph Valley” is preferred. Online credit card payments can be made upon request and may be subject to an additional service fee.

**Spring 2023 Builders Showcase Entry Fee is \$3,500.00 per home.**

**Discounts are available as described below:**

### Multi-Entry Discount

Each additional entry by the same Builder/Developer Participant will be discounted by \$500 up to a maximum “multi-entry discount” of \$1000. (For example: First entry = \$3500, Second entry = \$3000, Third and each additional entry = \$2500). This discount can be applied in combination with other discounts.

### First-Timer Discount

Any builder/developer who has not participated in the Builders Showcase or the Fall Showcase of Homes within the past 5 years, would qualify for a “First-Timer” discount. The entry for each home or development would be reduced by \$500. This discount can be applied in combination with other discounts.

### “Early-Bird” Discount

Participation Agreements received on or before **Monday, February 6<sup>th</sup>** would receive an additional 10% discount off each entry fee (after other discounts are applied). In order to qualify for the “Early-Bird” Discount, **a signed Participation Agreement must be submitted via delivery, mail, or email to the HBASJV** on or before Monday, Feb 6<sup>th</sup>, 2023. This discount can be applied in combination with other discounts.

## 12. Acceptance

Builder agrees the Showcase Committee will have a 2-week period to accept or reject their application and within that time has the discretion to provide return of the entry fee without a penalty or prejudice.

## 13. Pre-sold Homes

Pre-sold, custom, condo, or spec houses shall be eligible, but in the case of a pre-sold unit, the home

may not have been occupied at any time prior to, or during the Showcase dates. Participant can request an exception at the time of application for entry. Request for an exception must include written permission from the occupant and additional liability/ insurance certifications may also be required.

#### **14. Clean-up**

Builder agrees to remove any trash and building debris from the site and to thoroughly clean up the entire property, exterior and interior on a daily basis as required during the Showcase.

#### **15. Security**

Builder shall be solely responsible for security of its Showcase home and property both during construction and during the Showcase.

#### **16. Subcontractors and Suppliers**

HBASJV always encourages members to “Do Business with a Member!” Builders are permitted to use any subcontractor or supplier they choose, however, HBASJV encourages Builders to exclusively utilize HBASJV member suppliers and subcontractors for Showcase Homes.

#### **17. Interior Signage**

HBASJV encourages signage, displays and other promotion of members in good standing with the Association. Sub-Contractor and Suppliers displays should be prepared and presented in a professional manner. All interior signage and displays are allowed at the discretion of the Builder.

#### **18. Exterior Signage**

HBASJV will provide Showcase-branded signs for use during the Showcase to designate the Showcase home site. HBASJV signs must be displayed at each Showcase home. The Builder also has the right to display their own sign with their logo and information. All other exterior signage is at the discretion of the Builder, provided that the signs are that of an HBASJV member of good standing.

It will be the responsibility of the Builder to place Directional Signs in accordance with county and neighborhood guidelines, but in a manner that will optimize visibility and guide the visiting public toward Showcase homes. It will be the responsibility of the Builder to collect all HBASJV and Showcase signs and stakes after the Showcase concludes and return them to the HBA Office on or before the Showcase wrap-up meeting.

If the property is “for sale”, (the property must be listed on the South Bend/Mishawaka Multiple Listing Service) a real estate sign may be displayed in the yard. All exterior signage control will be done at the discretion of the HBASJV and with the cooperation of the Builder.

#### **19. Advertising**

HBASJV media and print advertising related to the Showcase will be performed with the authorization of the Showcase Committee. Builder agrees it has no authority to accept or reject proposed advertising. All advertising will be subject to the deadlines imposed by the Committee. Builder submittals, e.g. biographies, pictures, etc. must be received by any deadlines set forth.

#### **20. Admission**

There shall be no admission charge to the general public. Tickets will not be required. The use of surgical booties / disposable shoe covers should be encouraged. Bare feet or spike heels shall not be allowed. Pets, strollers, beverages or food should be discouraged in the Showcase homes, however, it is the sole responsibility of the Builder to enforce these admission policies.

## **21. Open Houses and Builders Showcase Trademark**

Builder agrees not to hold an open house at the home enrolled in the Showcase for a period of one month prior to the Showcase.

Any member of the HBASJV whether they choose to participate in the event or not, shall not use the phrase “Panorama of Homes”, “Parade of Homes”, “Builders Showcase”, “Fall Showcase” or “Showcase” in connection with any form of advertising or promotion activity outside of the Association-sponsored event. All members will show further courtesy by not conducting any open house during event hours, unless that open house can be shown to be part of that firm’s established open house schedule.

## **22. Incorporation of Additional Policies**

Any additional policies or procedures of Showcase Committees and/or the Board of Directors will become part of this agreement as if incorporated in full herein.



Home Builders Association of St. Joseph Valley
Spring 2023 Builders Showcase

PARTICIPATION APPLICATION

Please complete and sign this form as an acknowledgement that you have read and understand the Showcase Participation Agreement. For additional entries, you may duplicate this form and complete the Showcase Home Entry section only.

This form may also be completed online at: www.hbasjv.com/showcase-entry-form

Builder Information as you would like it to appear in all marketing materials:

Builder's First and Last Name:

Company Name (must be an HBASJV member in good standing):

Company Mailing Address:

City / State / Zip:

Company Phone: Company Website:

Primary Company Contact for public inquiries: (If different than Builder above)

The signatures below indicate the acceptance of and agreement to the parameters as set forth in the Participation Agreement for the Spring 2023 Builders Showcase.

Signature of Builder/Participant

Signature of HBASJV Representative

Printed Name of Builder/Participant

Printed Name of HBASJV Representative

Date:

Date:

Additional Contacts for HBASJV communication (if different than above):

Showcase Contact Name(s):

Showcase Contact Phone: Showcase Contact Email:

Showcase Home Entry Information

Street Address of Entry:

City / State / Zip:

Subdivision: Lot Number:

Style of Home: Type of Home: (i.e. Traditional, Transitional, Craftsman, etc.) (i.e. Single Family, Townhome, Condo, etc.)

Estimated Price: Total Square Footage: # Bedrooms # Bathrooms