

# Participation Agreement

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This Participation Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by and between the Asheville Home Builders Association (AHBA) and \_\_\_\_\_ (Builder).

The purpose of this Participation Agreement is for the mutual understanding of said Builders and the AHBA for the showing of a house(s) in the 2005 Parade of Homes (POH).

The Builder agrees that the house(s) entered in said POH shall conform to the rules and regulations established by the POH Executive Committee for the 2005 POH, a copy of which is enclosed hereto and made part of this agreement.

The Builders agrees to pay the entry fees as established by the AHBA for each house entered. A discount of \$100 is given for each additional home if multiple homes are entered in the parade. If Builders home sells before the 2005 POH, the AHBA must be informed by Thursday, September 15th. The builder may also choose to pull the house out of the POH altogether, however, entry fee will not be refunded, but the builder will receive a \$500 credit toward the 2006 POH.

The AHBA agrees that all entry fees shall be used for the purpose of producing and promoting the 2005 POH to insure public attendance to the greatest extent possible. All methods of the 2005 POH promotions shall be determined by the AHBA.

Builders agrees to have their house(s) open for public showing during the published times of the 2005 POH. The builder agrees that they, staff or a company representative **MUST** be present during all parade hours. **NON COMPLIANCE will result in loss of privilege to participate in future parades!** None of the Builder's employees, family, company representatives and their employees shall be eligible for any drawings for prizes which may be part of the overall 2005 POH production.

Each Builder will be required to submit to the POH Executive Committee completed Builders Entry Packet for its use which may include:

- POH publication
- A house rendering and description
- Builders bio, home features and directions to home (see Home Information Sheet).

The undersigned Builders agree to indemnify and hold harmless the AHBA, its Board of Directors, its agents and employees and the 2005 POH Executive Committee from any claims, causes of action or judgements of any kind which may be made against any or all of them arising out of or relating to the undersigned's participation in the AHBA 2005 POH. This indemnification agreement includes, without limitation, claims for bodily injury, death, damage or loss of personal property, breach of warranty, breach of contract, copyright infringement or conversion, or from any financial loss sustained by participation in the 2005 POH and claims arising out of the acts of subcontractors or agents of any profession employed by the Builder.

**Violation of the 2005 POH rules and guidelines may result in suspension of future POH participation privileges.**

The address(es) of the house(s) entered in the 2005 POH is (are):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**By signing here, the Builder agrees to adhere to the forgoing Agreement and POH Guidelines.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Builder/Company Name \_\_\_\_\_  
Please Print Legibly

AHBA Representative \_\_\_\_\_