

TO: Builder Members of the BCASWI
FROM: Cody Weight, 2022 Fall Parade of Homes Chair
SUBJECT: LETTER OF INTENT – Up to 40 homes will be accepted

The Fall Parade of Homes

DATES AND HOURS OF THE SHOW:

Fridays, Saturdays and Sundays: 11a.m. to 5 p.m.*
September 30th, October 1st & 2nd, 7th - 9th, & 14th - 16th, 2022

The 2022 Fall Parade of Homes is now being planned. Entries are on a first come first served basis. Up to 40 homes will be accepted this year and additional homes are only allowed upon availability. If you wish to enter the Fall Parade, *please read, initial, sign and return this Letter of Intent, your entry fee (see below), and certificate of liability insurance to the BCA office by the deadlines listed below.*

ENTRY FEE: \$3,500 by **July 14, 2022** - Additional homes at \$2,500
\$3,900 **after July 14, 2022** - Additional homes at \$2,500
*** potential rebate - see contract Section # 4.**

NO ENTRIES ALLOWED AFTER JULY 28th

SIGN DEPOSIT: **\$870** (\$35 of which is non-refundable)

REFUND OF FEES. A Builder may withdraw a Fall Parade home and receive a fee refund with written notice to the BCASWI on or **before July 28, 2022**. In all other instances, fees are non-refundable (subject to potential rebates).

**** READ AND INITIAL LINES BELOW ****

____ (initial) I am a current builder member in good standing with the BCASWI and will be throughout the duration of the show.

____ (initial) I understand that my developer must be a current member with a developer membership in good standing throughout the duration of the show or my entry fee will double. I understand that my marketing agent must be a current member in good standing throughout the duration of the show or my entry fee will double.

Developer Name/Company

Agent Name/Company

____ (initial) I am providing with this form and insurance certificate evidencing liability insurance per the contract.

____ (initial) I am providing with this form my entry fee **plus a sign deposit.**

____ (initial) I want to enter additional homes in the show upon availability. How many ____?

BCASWI BUILDER

Date: _____

By: (signature) _____ Its: (title) _____

Name: (print) _____ ICR# (state registration) _____

- **These dates and times are subject to change and/or cancellation due to Covid 19 and/or any other circumstance outside the control of the BCASWI.**



BUILDING CONTRACTORS ASSOCIATION
OF SOUTHWESTERN IDAHO, INC.

"A Tradition of Building Excellence for Over 50 Years"

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Website: www.bcaswi.org
E-mail: info@bcaswi.org



2022 Fall Parade of Homes Contract

THIS 2022 FALL PARADE OF HOMES CONTRACT (this "Contract") is made and entered into this ____ day of _____, 2022, by and between the Building Contractors Association of Southwestern Idaho, Inc., an Idaho non-profit corporation ("BCA") and _____ ("Builder").

RECITAL

WHEREAS, the BCA will be conducting its annual Fall Parade of Homes show ("Fall Parade") and Builder desires to participate in the Fall Parade upon all of the terms, covenants and conditions contained in this Contract.

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

1. FALL PARADE. The BCA shall organize, advertise, and conduct the 2022 Fall Parade. No more than forty homes will be entered into the Fall Parade. Homes will be entered into the Fall Parade on a first come, first served basis. The Fall Parade shall be conducted Fridays, Saturdays and Sundays, **September 30th, October 1st – 2nd, 7th – 9th & 14th – 16th 2022, from 11 a.m. to 5 p.m.** All applicable deadlines and other important dates are listed in this Contract and on the attached Exhibit A, which is made a part hereof. Builder must adhere to each deadline listed in this Contract and on Exhibit A or his/her/its Home and/or Additional Homes, as defined below, will be withdrawn and his/her/its registration fee(s) shall be forfeited. In the event of a conflict between the dates contained in the body of this Contract and Exhibit A, the dates contained in the body of this Contract shall control.

Notwithstanding anything to the contrary contained in this Contract, given the current state of the Covid-19 Pandemic, the Fall 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 Homes and Additional Homes if it believes such a termination is in the best interests of the public. In such event, the Fall Parade shall be conducted via the virtual showings only as further discussed in Section 8 below. In addition, not later than **August 11, 2022**, Builder may notify the BCA of its desire to limit any of its Home or Additional Home showings to virtual showings only.

In the event of any in-person Home or Additional Home showings during the Fall 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.cdhd.idaho.gov.

Finally, in the event the Fall Parade occurs via virtual showings only, no fee refunds will be given. By signing this Contract, Builder acknowledges that all fees are non-refundable after **July 28, 2022**, regardless of the form in which the Fall Parade actually occurs.

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

2. ENTRY OF FALL PARADE HOME(S). Builder shall enter in the Fall Parade the home described on the Rendering Description Form attached hereto as Exhibit B and made a part hereof ("Home"). In the event less than forty builders have entered the Fall Parade as of the close of business on July 14, 2022, Builder may enter one or more additional homes in the Fall Parade by submitting a completed Rendering Description Form for each additional home Builder wishes to enter in the Fall Parade ("Additional Home(s)"). All Rendering Description Forms must be received no later than July 28, 2022. All terms, covenants and conditions contained in this Contract shall apply to Builder and any Home and Additional Home(s) entered into the Fall Parade by Builder.

3. HOME, BUILDER, DEVELOPER AND MARKETING AGENT QUALIFICATIONS. Each Home and Additional Home must be new construction and not previously occupied. Each Home and Additional Home must be ready for, but need not have obtained, an occupancy permit or such entry or entries will be disqualified, and the applicable registration fee(s) shall be forfeited. In addition, there will be a **\$500** penalty fee for each Home or Additional Home which has, or is eligible for, an occupancy permit, but which is nonetheless incomplete by the Fall Parade opening. The BCA's Fall Parade Committee ("Committee"), at its sole and absolute discretion, has the right, but not the obligation, to inspect a Home or Additional Home to determine whether such Home or Additional Home is eligible for an occupancy permit and/or complete. In the event the BCA proceeds with its normal in-person showings to the public, each Home and Additional Home must be open for public tours during all Fall Parade touring hours established by the Committee unless the Builder has opted out of such in-person showings to the public pursuant to Section 1 above. **Builder shall have an authorized representative present in the Home and each Additional Home during these hours.** Any Home or Additional Home may be sold at any time, but occupancy of the Home cannot occur prior to the end of the Fall Parade.

In order to enter a Home and/or Additional Home in the Fall Parade, 1) Builder must be a current member in good standing with the BCA throughout the duration of the Fall Parade, 2) developers of the developments in which the Home and/or Additional Homes are located must be current developer members in good standing with the BCA throughout the duration of the Fall Parade and 3) Builder's marketing agent must be a current member in good standing with the BCA throughout the duration of the Fall Parade. In the event a developer or marketing agent does not satisfy the above requirements, the BCA, at its sole and absolute discretion, may double the Builder's registration fee for his/her/its Home and any Additional Homes or withdraw the Builder's Home and/or Additional Homes from the Fall Parade in which event his/her/its applicable registration fee(s) shall be forfeited.

4. REGISTRATION FEE. In order to participate in the Fall Parade, Builder shall pay the BCA a registration fee of \$3,500 for first Home entry not later than July 14, 2022, with a potential \$500 rebate for Builder signing up 1 new member or a \$800 rebate for builder signing up 2 new members between June 1st - October 31st. The registration fee for an Additional Home is \$2,500 due not later than July 28, 2022. **After July 14, 2022**, Builder shall pay the BCA a registration fee of \$3,900 for first Home entry with a potential \$500 rebate for Builder signing up 1 new member or a \$800 rebate for Builder signing up 2 new members between June 1st - October 31st. The registration fee for an Additional Home is \$2,500 due not later than July 28, 2022. No entries will be allowed after July 28, 2022. In the event the Fall Parade entries fill-up and Builder's Home and/or Additional Home(s) are not accepted into the Fall Parade, these fees and the Sign Deposit, defined below, shall be returned to Builder and this Contract shall be of no force or effect. Builder must submit the Rebate Request Form. See Exhibit C.

All new members signed up by Fall Parade Builders between June 1st and October 31st will be eligible for the drawing of a free second year membership.

5. SIGNS. In order to participate in the Fall Parade, Builder shall pay the BCA a sign deposit of \$870 not later than July 14, 2022 ("Sign Deposit"). This Sign Deposit entitles the Builder to one main Fall Parade sign (which includes plywood board, 2 metal stakes, and slip cover), three directional signs, A-Frame, Flag, and one etiquette sign. Additional directional signs are available upon request at an additional sign deposit of \$25 per sign. A \$35 non-refundable usage fee will be withheld from the Sign Deposit. The Sign Deposit will be returned to the Builder within sixty (60) business days from the end of the Fall Parade as long as the BCA has received all signs from the Builder, including, without limitation, numbered directional signs. All or a portion of the Sign Deposit will be retained by the BCA for damaged or unreturned signs. In addition, a fine of \$5 per day per sign will be assessed and retained from the Sign Deposit for all signs not returned within 7 business days from the close of the Fall Parade.

Notwithstanding any of the foregoing, in the event the BCA elects to conduct the Fall 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.

6. WITHDRAWALS, SUBSTITUTIONS AND REFUND. Any Home or Additional Home may be withdrawn from the Fall Parade upon receipt of written notice by the BCA of such withdrawal. In the event a Home or Additional Home is withdrawn on or before July 28, 2022, Builder's applicable registration fee and Sign Deposit shall be returned to Builder. In the event a Home or Additional Home is withdrawn after July 28, 2022, Builder's applicable registration fee shall be forfeited, and Builder's Sign Deposit shall be returned to Builder, assuming Builder has received no signs at the time of withdrawal. If Builder has received his/her/its signs, the terms of Section 5 shall apply to the return of Builder's Sign Deposit.

Builder may substitute any home for the Home or Additional Home upon written notice received by the BCA, including a completed Rendering Description Form for the substituted home, not later than July 28, 2022. No substitutions will be allowed after July 28, 2022.

7. CONSTRUCTION OF PARADE HOME. Builder agrees to construct the Home and any Additional Homes in the BCA's charter area. The Home and Additional Homes 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.

8. WEBSITE TOURS (Still Photos and Virtual). Each 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 file 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.

9. INSURANCE. Builder agrees to purchase and maintain, at his/her/its expense, **commercial general liability insurance** of sufficient limits to protect against liability arising from property damage, theft and personal injury at the Home and Additional Homes (but in no event less than \$300,000 per occurrence and \$600,000 general aggregate). Such liability insurance shall cover property damage, theft and personal injury caused or incurred by Builder, its agents, employees, subcontractors, guests and all other third parties while at the Home and Additional Home(s). Not later than July 14, 2022, Builder shall provide the BCA copies of required insurance certificate discussed herein in order to qualify.

10. BUILDER'S AGENTS. Builder agrees that the BCA will rely upon, and Builder will be bound by, all representations, approvals, or other statements made on behalf of the Builder by the Builder's designated agent. Builder hereby appoints _____ of _____, as the Builder's designated agent for purposes of the Fall Parade. The BCA will not accept any representations, approvals or other statements made by anyone other than Builder or his/her/its designated agent.

11. TRADEMARK. The trademark "Fall Parade of Homes" is owned by the BCA ("Trademark"). The BCA hereby grants to Builder the non-exclusive, personal and non-transferable right to use this Trademark during the Fall Parade in accordance with the terms of this Contract. Whenever the Builder uses the Trademark in advertising or in any other manner, the Builder shall clearly indicate the BCA's ownership of the Trademark and shall comply with all federal and Idaho State laws pertaining to such Trademark. The Builder acknowledges the BCA's exclusive right, title and interest in and to the Trademark and will not at any time do, or cause to be done, any act or thing which would, in any way, impair any rights of the BCA to such Trademark. Builder's right to use the Trademark shall automatically terminate at the conclusion of the Fall Parade.

12. PUBLIC ENTRANCE FEE. Builder hereby acknowledges and agrees that the BCA may be charging the public an entrance fee into the 2022 Fall Parade. Builder will be required to provide a host at the door to accept, check and scan tickets.

13. PARADE HOME ENTRY AND EXIT POINTS. In order to facilitate easy, uncluttered and quick access and viewing of all Parade homes, the entry and exit locations for each Parade home must be separate (for example, the entry location can be the front door and the exit location can be through the garage).

14. DAMAGE TO HOME AND ADDITIONAL HOME(S). The BCA shall not be responsible for any damage, casualty or loss which may occur to the Home or Additional Home(s), their contents, or any other property of the Builder. The Builder agrees that the security of the Home and Additional Home(s) is the sole responsibility of the Builder.

15. INDEMNIFICATION. Builder agrees to indemnify, defend and hold the BCA harmless from any and all claims, actions, damages and/or expenses (which shall include attorneys' fees and costs) arising from, or in connection with, 1) Builder's default of this Contract, 2) Builder's construction of the Home and/or Additional Home(s) and/or 3) Builder's participation in the the Fall Parade, including, without limitation, any claim, action, damage and/or expense arising from the public's viewing of the Home and/or Additional Home(s).

16. BREACH. In the event Builder or any of his/her/its employees or other agents breaches any term, covenant or condition of this Contract, in addition to any remedies available to the BCA at law or in equity, the BCA may, at its option, unilaterally withdraw the Home and Additional Home(s) from the Fall Parade and retain all associated registration fees.

17. NO ASSIGNMENT. Builder shall not assign this Contract or any rights hereunder, without the prior written consent of the BCA, which may be withheld in its sole and absolute discretion.

18. BINDING EFFECT. This Contract, and each term, covenant and condition contained herein, shall be binding upon the parties hereto and their respective heirs, successors, and assigns.

19. WAIVER. The failure of either party to seek redress for violation of, or to insist upon the strict performance of, any term, covenant or condition of this Contract shall not be deemed a waiver of the right to enforce such violation or performance in the future nor prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

20. ENTIRE AGREEMENT. This Contract (including the Exhibits attached hereto) embody the entire agreement between the parties relative to the subject matter hereof, and there are no oral, parol or other written agreements existing between the parties relative to the subject matter hereof.

21. AMENDMENTS. This Contract may not be amended, modified or changed except by a writing signed by both parties hereto.

22. 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 Contract, any and all such further acts as the BCA or Builder, as the case may be, may reasonably require.

23. GOVERNING LAW.

1. Builder agrees to abide by all State and Federal laws including the Fair Housing Act.
2. This Contract shall be governed by the laws of the State of Idaho.

24. ATTORNEYS FEES. In the event of any controversy, claim or action being made, filed or instituted between the parties to enforce any term, covenant and/or condition of this Contract, the prevailing party will be entitled to receive from the other party all costs, damages, expenses and attorneys' fees incurred by the prevailing party, including, without limitation, any such costs, damages, expenses and attorneys' fees incurred in any appeal or bankruptcy proceeding.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written:

BUILDER:

By: (signature) _____
Name: (print) _____
Its: (title) _____
ICR# (state registration) _____

BCA:

BUILDING CONTRACTORS ASSOCIATION
OF SOUTHWESTERN IDAHO, INC.

By: _____
Name: _____
Its: _____

EXHIBIT A

Fall Parade Deadlines and Other Dates

These deadlines and dates are subject to change upon reasonable notice.

July 14, 2022	Payment of Registration Fee and Sign Deposit
	Submittal of Commercial General Liability Insurance Certificate
July 14, 2022	Submittal of Signed Contract
July 28, 2022	Submittal of Rendering Description Forms
July 28, 2022	Deadline for Home Substitutions
	Fees Become Non-refundable
August 11, 2022	Deadline to Notify BCA in writing if you will not be holding Home open to the public. Private showings exempt.
September 20, 2022	Still Photo Submittal Deadline – No more than 15 Home Photos.
	3D Matterport Video Submittal Deadline
September 30, 2022	Fall Parade Opening, 11 a.m.
October 16, 2022	Fall Parade Closing, 5 p.m.
October 25, 2022	Fall Parade Signs Must Be Returned (fines for late returns)
November 1, 2022	Exhibit C Rebate Request Form is due
January 17, 2023	Sign deposit returned to builder (if signs are returned on time)

Exhibit B
Rendering Description Form

Please complete this Form in its entirety. **Due July 28, 2022.** Questions, please call 377-3550.

Form submitted by: (please print) _____

1. Builder Company Name: _____

2. Builder Name: _____

3. ICR#: _____

4. Phone: _____ Fax: _____ Cell: _____

Website: _____ Do you want this printed in your builder ad? ☐ Yes ☐ No

E-mail Address: _____

5. Home Name: _____

6. Subdivision Name: _____

7. Home Address: _____

8. Phase, Lot & Block #: _____

9. Provide Homes GPS coordinates in **decimal format**. Latitude: _____ Longitude: _____

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

11. Square Footage: _____

12. Please provide a map of the subdivision.

- Identify major cross roads.
- Provide North and South indicator.
- Print street names clearly and correctly.
- Denote location of Home on the map.
- Be sure to put it on the correct side of the road at the approximate location on the street.
- Show the location in relation to other Fall Parade Homes on the same street.

13. Price: _____ Do you want this printed in your builder ad? ____ Yes ____ No

14. *Member Agent: (Name & Company) _____

15. Agent Phone: _____ Agent Fax: _____ Agent Cell: _____

16. Agent E-mail: _____

17. *Member Developer: (Name, Company) _____

18. **A photo or rendering must be provided.** Digital file must be 300 dpi in jpeg format. This can be directly sent to Autumn Blume at e-mail: ablume@bcaswi.org.

19. Logos: BCA logo will be placed on the ad. **CMB builders are required to place the CMB logo on their ad as well.** Builder logo and 1 other member company logo can be placed on the ad if it is provided to the BCA. No other logos are allowed. Please provide the logo at **300dpi** in a jpg format.

*** The Member Agent and Member Developer must be current members in good standing with the BCA throughout the duration of the Fall Parade. In the event such Agent and/or Developer does not satisfy this requirement, the BCA, at its sole and absolute discretion, may double Builder's registration fee for his/her/its Home and any Additional Homes or withdraw Builder's Home and/or Additional Homes from the Fall Parade in which event his/her/its applicable registration fee(s) shall be forfeited.**

Exhibit C
Rebate Request Form

Please complete this Form in its entirety to submit for your potential entry fee rebate.
Due by November 1, 2022

Builder Company Name: _____

Builder Name: _____

Builder Phone/Mobile: _____

Please indicate below what new member companies you signed up between **June 1, 2022 – October 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: _____