

2025 Parade of Homes™

Builder Participation Agreement

Parades across the nation have had a rich tradition benefiting builders, developers, and associations. Participants are obligated to maintain the spirit and the integrity of the Parade environment by exercising fairness, unity, and goodwill before and after the event.

Date:

This Parade of Homes™ 2025 Participation Agreement (this “Agreement”) is entered into as of the _____ day of _____ 2025, by and between the Permian Basin Builders Association (the “Association”), acting by and through its duly organized representative _____ (the “Builder”), acting by and through its duly authorized representative collectively the parties.

Association:

Permian Basin Builders Association

Association’s Mailing Address:

2002 W Wall St,
Midland, TX 79701

Association’s Phone Number:

(432)520-7917

Association’s Email Address:

info@pbbatexas.org

Builder Name:

Builder Company Name:

Builder’s Address:

Builder’s Phone Number:

Builder’s Email Address:

Recitals

Pursuant to this agreement it is the association's intention to provide the following benefits for the Builder. The Association will:

1. Invest in an advertising campaign comparable to the budget to market and promote the Parade of Homes;
2. Promote the Builder and his parade entry on the PBBA website;
3. Highlight the Builder and his parade entry into the Parade of Homes™ touring magazine;
4. Provide the Builder with complimentary tickets;
5. To the best of its ability, maintain and monitor surfaces and surrounding sites to prevent soiling or other damages to the Builders Parade Entry, and;
6. Each Builder will be named as an additional insured on a primary basis for covered causes of losses

The Parade of Homes Committee of the association the committee is charged with pursuing the following goals:

1. Improving the Public's Parade of Homes™ attendance by offering a diverse show
2. Promoting Builder participation
3. Striving to fulfill the Parade budget commitment to the Association; and

4. Continuing to enhance the Parade of Homes™ reputation in the community.

Agreement

The Association and the Builder agree to as follows:

1. Location: The Association will conduct the 2025 Parade of Homes™ (the “Parade”) on the date specified by the committee. The Parade locations will be in the _____ developments. The builders parade lot will be located on the property described as:

Lot _____, Block _____ of _____ Development, an Addition to the City of _____, in _____ County, Texas. 2. Rules: The **Builder** will construct a house on the property and enter it into the Parade. The Builder will timely comply with all rules, regulations, and timelines established by the Committee. If the **Builder** fails to comply with ANY of the rules stated at meetings or in writing, the **Builder** may be penalized ANY portion of their Builder deposit. 3. Fees: To participate in the Parade at a given location, the Builder must pay a builder deposit and a participation fee. The Builder deposit is refunded at the end of the Parade if all Parade rules and regulations have been met. The participation fee is non-refundable. Fees for the Builder’s entry are:

\$1,500 Builder Deposit per lot.

\$1,500 Participation Fee per lot.

4. Advertisements: The Committee and its sole discretion will advertise and promote the parade to stimulate public awareness of the Parade. The Parade of Homes is a registered trademark of the Dallas Association of Builders and is used by the Association with written permission. Any form of advertising with this wording must be approved by the Association's Executive Committee. ***Builders should advise Realtors and any advertisers of such.*** 5. Builder Information: On or before the deadline established by the Committee, the Builder must submit to the Association the following as described by the Committee:

- a) the full set of plans via the CAD file;
- b) the Builder’s biography;
- c) a description of the Parade of Homes™ Entry;
- d) approximate sales price and square footage of the house

6. Requirements: To participate in the parade of homes the Builder must be in good standing and have no past due accounts with the association.

The **Builder** agrees to close on the purchase of his Parade Lot on or before the closing deadline set by the Association. **If the Builder does not close by the deadline:**

a) the Builder will lose his Builder Deposit and his Parade Lot will be given to the next builder that had drawn a lot; or

b) if there is not another builder in line, the Builder will be charged a late fee of \$500 7.

Completion of the House: It is the intent of the Association and the Committee for all Builders to have the opportunity to display and Market their completed Parade entries therefore the Builder must diligently pursue the completion of his house a fully completed house is defined as follows:

- a) all flat work must be finished;
- b) all exterior veneer must be finished;
- c) all exterior painting must be finished;
- d) all exterior decks must be finished;
- e) yards:
 - I. Front yard - must have complete landscaping; and
 - II. Backyard - final grade must be complete;

III. NOTE: Seed and hydro-mulch must have a 1" stand with 90% coverage.

If the Builder's house is not fully completed by the time of the Preview Party the **Builder** may be required to formally withdraw their entry from the Parade. Any subsequent openings of the house during the Parade will be at the sole discretion of the Committee, based on, among other considerations, health and safety issues. Should the house be formally withdrawn after the touring magazine has been published, a "Not Available to Show" sign will be placed in the yard.

Failure to complete the house by the time of the Preview Party will constitute the loss of the Builder deposit. In addition, the Builder will be disqualified from participating in the next two consecutive Parades. 8. Date Changes:

The Committee will set and announce the Parade dates. It is the intention of the committee to adhere to those dates.

However, due to significant weather delays or other unforeseen problems, the Committee may need to make a change to those dates. *The Builder must keep this in mind when printing date sensitive materials or writing a contract on a Parade home.* If a Parade home pre-sells and the buyers move in before the end of the Parade, the house will be fenced off, the Builder will forfeit his Builder Deposit, and will be subject to exclusion from the next Parade. **The Association must give the Builder a minimum of 90 days written notice of a change to the starting date of the Parade and the starting date should not change by more than 3 weeks. If the required notice is not provided and/or the date is changed by more than three weeks the Builder deposit will not be forfeited, nor will the Builder be excluded from the next Parade.**

9. Open House: The **Builder** will keep his house open to the public at the touring times established by the Committee for the Parade. If the touring must be closed due to inclement weather, the Parade Chairman and the Executive Committee will make the decision and notify the **Builder** accordingly.

The **Builder** will have a representative in the house when it is open for viewing by the public. Failure to open a Parade home in a timely manner will result in the following penalties against the **Builder:** a)

First Occurrence - Verbal warning will be given within minutes of the occurrence;

b) Second Occurrence - A \$250 fine will be charged and

c) Each subsequent occurrence may result in an additional \$250 fine being charged

If the house is under contract, it must remain open for touring to receive a refund of the Builder Deposit. If the home is under contract before the Parade closes, the buyer may **not** act as the Builder Representative to hold the house open. The Builder agrees that possession and occupancy thereof will not be delivered to the buyer until after the closing of the Parade. Furthermore, the Builder must have the buyer sign a statement agreeing to and adhering to all the rules, policies, and regulations set forth in this original agreement. This statement must be signed and dated and the original document delivered to the association within one week of sale.

10. Realtor Entry to the Parade: The **Builder** understands that all Realtors must pay at the entrance unless they are regularly scheduled workers in the Builder's Parade home and are on the list provided to the Association. Pre-arranged appointments to show the home must be during non-Parade hours or the Realtor showing the home to a prospective client must have a ticket to present to the gate volunteers. Complimentary tickets will be included in the packet provided to the Builder before the Parade.

11. Builder Meetings: The **Builder** or his representative **MUST** attend all Builder meetings regarding the Parade. 12.

Control the Touring Public: The **Builder** understands it is their responsibility to provide staff at their home to take and sell tickets at the entrance providing cash for change. Furthermore, it is the Builder's responsibility to control as to restrictions for strollers, cameras, food, beverages, and smoking.

13. Signage: Each Builder may only have three signs in the front yard of each Parade home, one of which is a Parade of Homes sign provided by the Association. No signs may exceed six (6) square feet in area.

14. Yard Maintenance: Sprinkler cycles must all be complete two (2) hours prior to the opening of the Parade. Sprinklers may not be run during Parade hours.

15. Food and Beverages: No food or beverages other than bottled water may be served in a Parade home during the

Preview Party or during Parade hours. Other service of food or beverages may be in Committee designated areas only. 16.

Insurance: As set forth above, the Association will provide an insurance policy which will provide general liability coverage for the Association, as well as for the **Builder**. It will name the **Builder** as an additional insured on a primary basis for covered causes of losses. Premiums for such policy will be paid by the Association at no additional cost to the **Builder**.

17. **Breach:** If the **Builder** fails to comply with this Agreement or the rules, or fails to reasonably cooperate with the Association in promoting and conducting the Parade, the Committee, in its sole discretion, will retain the Builder Deposit and may disqualify the **Builder** from participation in the next two (2) Parades.

18. **Notices.** Any notice tender or delivery to be given here under must be in writing and will be affected either by fax, personal delivery, regular mail, or by registered or certified mail, postage prepared, return receipt requested. Notice will be deemed received upon personal delivery or one day after mailing. Mail notices must be addressed as set forth at the beginning of this Agreement, but each party may change its address by written notice or fax according to this paragraph.

19. **Release.** The parties hereto release and forever discharge each other and the Developers, their officers, directors, shareholders, agents, employees, attorneys, members, and representatives of any kind and in whatever capacity - and any person or entity in privity with or liable for any one of them - of and from all liabilities, causes of action, claims, and demands of any kind resulting from but not limited to:

- a) All decisions of the Committee and the Association regarding the Parade;
- b) All causes of action resulting from injury to anyone during the Parade;
- c) All causes of action resulting from mental anguish and bodily physical injuries;
- d) All other claims, whether in tort or contract;
- e) All claims for attorneys fees, paralegal fees, court costs, costs of investigation; and
- f) All damages resulting from the Committees or the Association's removal of the **Builder's** entry from the Parade whether actual, consequential, exemplary, punitive, trebled, discretionary, or otherwise.

20. **Indemnity.** To the fullest extent permitted by applicable law, the **Builder** will indemnify the Association and the Developer, the officers, directors, shareholders, agents, employees, attorneys, members, and representatives (collectively the "Indemnified Parties") for, from, and against, and will reimburse the Indemnified Parties with respect to all claims, cause of action, losses, damages, liabilities, cost and expenses - including attorneys fees, paralegal fees, court costs, and costs of investigation - asserted against or incurred by the Indemnified Parties by reason of or arising out of any claim or cause of action resulting from any claims for bodily injury, death, damages for the loss of property, breach of warranty, Indemnified Parties as a result of the Parade

21. **Dispute Resolution.** The parties agree that in the event a dispute arises between them in reference to this agreement, or any action regarding the building herein which cannot be resolved by the signatories, then in lieu of litigation:

- a) **VOLUNTARY.** Either party may submit the dispute to mediation through the Dispute Resolution Center. The parties agree that it is preferable to mutually resolve their dispute through mediation. The rules and procedures for the mediation shall be determined by the DRC and governed by Chapter 154, Texas Civil Practice and Remedies Code.
- b) **MANDATORY.** If the signatories are unable to resolve their dispute through mediation or one party declines to participate, then all named parties to the dispute will participate in binding arbitration. Any party can submit to the Dispute Resolution Center for binding arbitration. All parties agree that the DRC shall select a panel of one or more neutral arbitrator(s) to hear the dispute and prescribe rules for the proceeding, and shall designate the time and manner within which such arbitration shall be conducted. The decision of the arbitrator(s) shall be binding and

conclusive on all named parties to the dispute and cannot be appealed to any court. Any party who initiates the arbitration proceeding will be responsible for payment of the filing fee required under the Rules and agrees to arbitrate through the stated arbitrator at the arbitrator's location. The arbitrator will then determine and state in his decision who must pay the remaining arbitration costs and/or how the cost will be shared. Each party shall be responsible for their own attorney, witness and/or experts, fees and costs. In so agreeing the parties expressly waive any right they may have to bench or jury trial and the award of the arbitrator will be final, binding upon the parties as if rendered by a court of law, and enforceable by any court having jurisdiction over the same.

THIS AGREEMENT SERVICES THE PARADE OF HOMES™

Entire Agreement. This Agreement and subsequent attachments constitute the sole and only agreement of the Parties hereto with and supersedes all prior understanding or written or oral agreement between the Parties respecting the within subject matter. This Agreement may not be amended or modified except in writing and signed by all parties hereto.

Parties Bound. This Agreement is binding upon and ensures to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns. **Gender.** Whenever used, the singular includes the plural, the plural the singular, and the use of any gender includes all genders.

Assignment. The Builder shall not assign his right and duties under this contract to another party without first obtaining the permission of the Committee.

COMPANY NAME: _____(BUILDER)

Signature: _____

Name and Title: _____

Date Signed: _____

PERMIAN BASIN BUILDERS ASSOCIATION (ASSOCIATION)

Signature: _____

Name and Title: _____

Date Signed: _____