

**2010 NORTHERN KENTUCKY/CINCINNATI
CAVALCADE OF HOMES
"THE GREAT AMERICAN DREAM"
2010 HOME ENTRY FORM**

April 24-25; May 1-2; May 8-9
12:00 Noon until 5:00 pm
Weekdays - By Appointment

Complete and mail, along with payment to:

Home Builders Association of Northern Kentucky, 2751 Circleport Drive, Erlanger, KY, 41018.

Fax to: (513) 474-3596 Questions: (859) 250-5854.

BUILDER FIRM: _____

PHONE: (____) _____ - _____ FAX: (____) _____ - _____ E-MAIL: _____

ADDRESS/CITY/ZIP: _____

All participants must read and sign below:

I have read, understand and agree to abide by the 2010 Cavalcade of Homes Rules & Regulations, including the requirement that all show signs must be removed by Wednesday, May 12, 2010, and that violations may result in a \$75 fine per violation, up to the total amount of the Performance Bond.

SIGNATURE: _____ TITLE: _____ DATE: _____

Check your entry(s): Single-Family Condominium Landominium

<p>EARLY BIRD Entry Fee: Before January 29, 2010</p> <ul style="list-style-type: none"> • 1st Entry - \$2,395 + \$500 Refundable Performance Bond = \$2,895 • Each Additional Entry - \$1,895 + \$500 Refundable Performance Bond = \$2,395 • Builder provides color or black and white front elevation and floor plans in PDF form
<p>Regular Entry Fee: After January 29, 2010</p> <ul style="list-style-type: none"> • 1st Entry - \$2,595 + \$500 Refundable Performance Bond = \$3,095 • Each Additional Entry - \$2,095 + \$500 Refundable Performance Bond = \$2,595 • Builder provides color or black and white front elevation and floor plans in PDF form
<p>FIRST TIME Builders to Cavalcade of Homes receive \$500 off one entry.</p>

Gold Package – Only 6 builders can take advantage of this upgraded level to be included in all the media advertising for the show, add \$2,500 to the entry fee.

Total Amount Due \$ _____

_____ Please bill my HBA Account _____ Check Enclosed

_____ Visa _____ MasterCard Card No. _____ Exp. _____

Name on card _____ Signature _____

A Credit Card Convenience Fee of \$5.00 will be added to your total for amounts of \$100-\$249.

A 2% fee will be assessed to any charge of \$250 or more.

- 50 percent of the non-refundable entry fee and full payment of the Performance Bond is due with the entry form. The balance is due on **January 29, 2010**
- Half of the 50 percent entry fee and full payment of the performance bond will be refunded if written cancellation occurs by **February 26, 2010**.
- No cancellations or additional entries will be accepted after **February 26, 2010**.
- Show directional signs must be removed by **May 12, 2010**.
- Cavalcade of Homes Committee will inspect all homes prior to the opening of the show to determine compliance with the Rules & Regulations. Failure to comply with the Rules & Regulations will result in forfeiture of the Performance Bond.
- A Certificate of Occupancy must be provided the HBA before signs can be picked up and the home can be opened.
- \$500 discount only applies for one entry per builder for first time Cavalcade builders.
- All homes will have the opportunity to be sponsored, see rules and regulations for more details.
- Gold entry level available on first come first serve basis.

NOTE: Any Cavalcade Participant who has an HBA account in excess of 60 days past due will have their Performance Bond applied to the account at the conclusion of the show.

2010 CAVALCADE OF HOMES

ENTRY #1

NAME OF HOME: _____ SUBDIVISION: _____
STYLE OF ENTRY: _____ AVAILABLE FOR SALE? _____ MODEL? _____
HAS THIS ENTRY BEEN FEATURED IN CAVALCADE BEFORE? _____ WHEN? _____
ADDRESS: _____
CITY/STATE/ZIP: _____
PHONE NUMBER TO BE PUBLISHED FOR ENTRY: (____) ____ - _____
PRICE OF ENTRY: _____ PRICE RANGE OF HOMES IN SUBDIVISION: _____
DIRECTIONS TO ENTRY: _____

ENTRY #2

NAME OF HOME: _____ SUBDIVISION: _____
STYLE OF ENTRY: _____ AVAILABLE FOR SALE? _____ MODEL? _____
HAS THIS ENTRY BEEN FEATURED IN CAVALCADE BEFORE? _____ WHEN? _____
ADDRESS: _____
CITY/STATE/ZIP: _____
PHONE NUMBER TO BE PUBLISHED FOR ENTRY: (____) ____ - _____
PRICE OF ENTRY: _____ PRICE RANGE OF HOMES IN SUBDIVISION: _____
DIRECTIONS TO ENTRY: _____

ENTRY #3

NAME OF HOME: _____ SUBDIVISION: _____
STYLE OF ENTRY: _____ AVAILABLE FOR SALE? _____ MODEL? _____
HAS THIS ENTRY BEEN FEATURED IN CAVALCADE BEFORE? _____ WHEN? _____
ADDRESS: _____
CITY/STATE/ZIP: _____
PHONE NUMBER TO BE PUBLISHED FOR ENTRY: (____) ____ - _____
PRICE OF ENTRY: _____ PRICE RANGE OF HOMES IN SUBDIVISION: _____
DIRECTIONS TO ENTRY: _____

ENTRY #4

NAME OF HOME: _____ SUBDIVISION: _____
STYLE OF ENTRY: _____ AVAILABLE FOR SALE? _____ MODEL? _____
HAS THIS ENTRY BEEN FEATURED IN CAVALCADE BEFORE? _____ WHEN? _____
ADDRESS: _____
CITY/STATE/ZIP: _____
PHONE NUMBER TO BE PUBLISHED FOR ENTRY: (____) ____ - _____
PRICE OF ENTRY: _____ PRICE RANGE OF HOMES IN SUBDIVISION: _____
DIRECTIONS TO ENTRY: _____

Home Builders Association of Northern Kentucky and Greater Cincinnati
2010 CAVALCADE OF HOMES (April 24, 25 and May 1, 2, 8, 9)
"THE GREAT AMERICAN DREAM"

~ Rules & Regulations ~

The success of the *NORTHERN KENTUCKY AND CINCINNATI CAVALCADE OF HOMES (Cavalcade)* depends upon the cooperation of all Participants to represent the industry in a professional manner. It is agreed between the Participants and the Home Builders Association of Northern Kentucky (HBA) and the Home Builders Association of Greater Cincinnati (Cincinnati HBA) that these *RULES AND REGULATIONS* shall be strictly adhered to:

1. Each participating Registered Builder or Registered Remodeler shall be a member of the HBA or Cincinnati HBA in good standing.
 2. Each Participant agrees that all trades and suppliers used in construction of the Cavalcade home(s) shall be members of the HBA or Cincinnati HBA.
 3. Each participant shall maintain public liability insurance on the property during the showing of the home(s) and name the Home Builders Association of Northern Kentucky and the Home Builders Association of Greater Cincinnati as co-insured. EACH PARTICIPATING REGISTERED BUILDER/REMODELER MUST PROVIDE A CERTIFICATE OF INSURANCE TO THE HBA BEFORE THE START OF THE SHOW.
 4. Each participant must supply an 8 x 11 rendering of the front elevation and the floor plan that they want to use in the Cavalcade book in black & white, PDF format, along with a description for each entry to the HBA and/or Cincinnati HBA office by Friday, JANUARY 29, 2010 TO QUALIFY FOR THE "EARLY BIRD FEE"....NO EXCEPTIONS. IN NO CASE WILL ENTRIES BE ACCEPTED AFTER FRIDAY, FEBRUARY 26, 2010.
 5. Each participating Registered Builder/Remodeler must complete and return to the HBA and/or Cincinnati HBA, with their show plan, the COPYRIGHT PROTECTION ADDENDUM which is included with the *Sign-Up Form*.
 6. Realizing that the *NORTHERN KENTUCKY AND CINCINNATI CAVALCADE OF HOMES* is a show creating an image of the industry and to create the desire to view and buy homes, each participant agrees:
 - to complete the interior by the opening date -painting interior trim, floor coverings, cabinets, light fixtures, plumbing fixtures, thoroughly cleaned, etc.
 - to decorate the home, if possible. Decorating the homes(s) shall include furniture or vignettes to create interest in the homes. Drapes/curtains, wall coverings are also recommended.
 - to complete the exterior one week prior to opening show date. This shall include finishing trim and painted, sidewalks, the yard to be graded and seeded or sod: in the case of bad weather then the front & side yards to have straw applied, and *all* trash cleaned from around the home.
 - A Certificate of Occupancy (CO) must be received from the appropriate government entity for each entry and a copy submitted to the HBA and/or Cincinnati HBA PRIOR to the start of the show.
 7. The HBA and Cincinnati HBA shall supply uniform site and directional signs. Each builder is responsible for the erections of the signs and the same shall be removed by Wednesday, May 12, 2010. A \$75 fine per violation will levied on participants who do not remove show signs by these dates. The fines shall not exceed \$500 per participant per show.
 8. *NORTHERN KENTUCKY AND CINCINNATI CAVALCADE OF HOMES* participants shall have entries open at the established show hours (Saturday and Sunday, Noon to 5 P.M.) and have a representative on duty during these times.
 9. Each Participant is responsible for ensuring that entries are in "show condition" and that no entry is occupied during show hours (except for the Builder's representative).
 10. Cavalcade participants can pick up their Plan Books, pennants, directional and site signs and other show materials starting Tuesday, April 20, 2010 after 12 noon at the HBA and Cincinnati HBA office. No show materials will be provided unless a CO has been submitted to the HBA or Cincinnati HBA.
 11. Promotional signs for the Cavalcade of Homes ARE NOT permitted in the right-of-ways or on telephone poles. Placement of all show signs must be in compliance with local community requirements.
 12. In the event that a Cavalcade entry is not complete on the opening date, the participating Registered Builder will be required to pay double the Performance Bond for entries in a future Cavalcade show. If the Registered Builder/Remodeler again does not complete the show home by the opening date, that Registered Builder/Remodeler will be suspended from show participation in the following year.
 13. The Cavalcade Performance Bond will be applied to the past due account of all Cavalcade Participants with an HBA or Cincinnati HBA account in excess of sixty days past due at the conclusion of the show.
 14. Only residential single-family homes (attached or detached) shall be permitted as participating entries in the show. Final determination of all show entries is at the sole discretion of the Cavalcade of Homes Advisory Committee.
 15. Participation fees, including performance bond fees, for all home shows must be paid in full by the date stipulated in the written show agreement form. Failure by a company to pay that company's required participation fees by the show agreement deadline will result in removal of all of that company's entries from the show and withholding of show participation materials. Additionally, the participant shall forfeit any portion of participation fees that may have already been paid to the HBA.
 16. The Cavalcade committee has the right to sell a sponsorship of each home in the show. The builder will receive the opportunity to sell or assign vendors to be sold for their individual home by providing a list by February 26th, 2010. After this date the committee has the right to sell the sponsorship to any party.
- Upon your signature you agree that you have read and understand all 16 points and that failure to adhere to any of these points will result in forfeiture of your performance bond or indicated amount.

Signature

Date

WAIVER AND INDEMNITY AGREEMENT

2010 NORTHERN KENTUCKY / CINCINNATI CAVALCADE OF HOMES (April 24, 25 and May 1, 2, 8, 9) "THE GREAT AMERICAN DREAM"

THIS WAIVER AND INDEMNITY AGREEMENT ("Agreement") is entered into this ____ day of _____, 2010, by the **THE HOME BUILDERS ASSOCIATION OF NORTHERN KENTUCKY, INC.**, a Kentucky nonprofit corporation with a principal office address of 2751 Circleport Drive, Erlanger, Kentucky 41018 ("HBA-NKY") jointly with **THE HOME BUILDERS ASSOCIATION OF GREATER CINCINNATI**, an Ohio nonprofit corporation with a principal office address of 415 Glensprings Drive, Cincinnati, Ohio 45246-2357 ("HBA-GCN") and _____ of _____ ("Homeowner").

1. Recitals. The HBA Registered Builders will be hosting a "Cavalcade of Homes" on *April 24, 25 and May 1, 2, 8, 9, 2010*. Homeowner and HBA-NKY/HBA-GCN desire that Homeowner participate in the Cavalcade of Homes upon the terms and conditions set forth below.

2. Homeowner's Consent. Homeowner agrees to have HBA-NKY/HBA-GCN showcase (*his/her/their*) home located at _____ (the "Participating Home") as part of the show. Homeowner consents to HBA-NKY/HBA-GCN's use of photographs, drawings, blueprints, sketches or other images, electronic or otherwise, of the Participating Home and identification of the location and ownership of the Participating Home in promoting and advertising the show. Homeowner further acknowledges that HBA-NKY/HBA-GCN has spent time and money in promoting and advertising the show as including the Participating Home and that Homeowner shall not withdraw the Participating Home from the show as of the date of this Agreement.

3. Waiver of Liability. In consideration of having the Participating Home showcased as part of the show, Homeowner, on behalf of (*himself/herself/themselves*), Homeowner's heirs, executors, personal representatives and assigns, releases holds harmless and forever discharges HBA-NKY/HBA-GCN, or any division thereof, its respective officers, directors, employees, agents, volunteers, successors (continued on reverse side) and assigns, from any and all liability, claims, losses, damages, costs or expenses and Homeowner, on behalf of (*himself/herself/themselves*), Homeowner's heirs, executors, personal representatives and assigns expressly waives such claims against HBA-NKY/HBA-GCN, or any division thereof, its respective officers, directors, employees, agents, volunteers, successors and assigns, arising directly or indirectly from, or in connection with, or in any legal way attributable to any action, omission or any other act of said individuals or entities in connection with Homeowner's participation in the show and HBA-NKY/HBA-GCN's showcasing, advertising or promoting the Participating Home as part of the show.

4. **Indemnity.** In consideration of having the Participating Home showcased as part of the show, Homeowner also, on behalf of (*himself/herself/themselves*), Homeowner's heirs executors, personal representatives and assigns, agrees to indemnify and hold harmless HBA-NKY/HBA-GCN, or any division thereof, its respective officers, directors, employees, agents, volunteers, successors and assigns, from and against any and all damages, losses, costs, expenses, charges, claims, demands, penalties, fines, liabilities, settlements or damages of whatsoever kind or nature, including reasonable attorney fees incurred in connection with any such claims, known or unknown, contingent or otherwise, directly or indirectly occasioned by or resulting from Homeowner's participation in the show and HBA-NKY/HBA-GCN's showcasing, advertising or promoting the Participating Home as part of the show.

5. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Kentucky. If any provision of this Agreement, or its application to any person or circumstance, is declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, the remaining provisions of this Agreement and their application to other persons or circumstances will not be affected and will continue as valid agreements of HBA-NKY/HBA-GCN and Homeowner.

6. **Headings.** The headings used in this Agreement are for reference purposes only and shall not enter into the construction or interpretation of this Agreement.

HBA-NKY/HBA-GCN and Homeowner execute this Agreement as of the day and year first written above.

HBA-NKY:
The Home Builders Association of Northern Kentucky, Inc.,
a Kentucky nonprofit corporation
By: _____
Print Name: _____
Title: _____

HBA-GCN
The Home Builders Association of Greater Cincinnati
an Ohio Nonprofit corporation
By: _____
Print Name: _____
Title: _____

HOMEOWNER(S):

Appendix A (12/05)

**Home Builders Association of Northern Kentucky and
Home Builders Association of Greater Cincinnati**

2010 CAVALCADE OF HOMES

Copyright Protection Addendum

Complete either 1 or 2

1. WHEN BUILDER OWNS PLANS:

_____ (Builder) authorizes the Home Builders Association of Northern Kentucky and Homebuilders Association of Greater Cincinnati to publish, print, or otherwise use the design of the house, plans, specifications and drawings in any promotional program, publication, website, newspaper advertising or other sources in conjunction with the Northern Kentucky and Greater Cincinnati Cavalcade of Homes. Builder represents that the house to be placed in the Northern Kentucky and Greater Cincinnati Cavalcade of Homes is the result of an original design and that Builder is the sole owner of such design and has exclusive rights, including copyright, in and to the design as represented in the structure, plans, specifications and drawings for the house. Builder further represents that Builder has not pledged, assigned or encumbered the rights to the design and that such design does not violate any copyright, property or common-law rights of others. Builder hereby indemnifies and holds harmless the Home Builders Association of Northern Kentucky and the Home Builders Association of Greater Cincinnati from any and all claims of third parties, including, but not limited to copyright infringement or conversion, which may be asserted as a result of the inclusion of the house(s) in any publication, web site or other source in conjunction with the Northern Kentucky and Greater Cincinnati Cavalcade of Homes. Builder authorizes the Home Builders Association of Northern Kentucky and Home Builders Association of Greater Cincinnati to publish, print, or otherwise use the design of the house, plans, specifications and drawings in any promotional program, publication, website, newspaper advertising or other sources in conjunction with the Northern Kentucky and Greater Cincinnati Cavalcade of Homes.

Date _____ Signature _____

2. WHEN ARCHITECT LICENSES USE OF PLANS TO BUILDER:

_____ (Designer(s)/ Architect(s)) hereby grant to _____ (Builder) a license to use the building/architectural plans attached hereto and made a part thereof Designer(s)/Architect(s) represents and warrants that such building/architectural plans are the result of an original design and that Designer(s)/ Architect(s) is/are the sole owner (s) of such design and has/have exclusive rights, including copyright, in and to the design as represented in the structure, plans, specifications and drawings for the house. Designer(s)/ Architect(s) further represents that Designer(s)/ Architect(s) has not pledged, assigned or encumbered the rights to the design and that such design does not violate any copyright, property or common-law rights of others. Designer(s)/Builder(s) hereby indemnifies and holds harmless the Home Builders Association of Northern Kentucky and the Home Builders Association of Greater Cincinnati from any and all claims of third parties, including, but not limited to copyright infringement or conversion, which maybe asserted as a result of the inclusion of the house (s) in any publication, web site or other source in conjunction with the Northern Kentucky and Greater Cincinnati Cavalcade of Homes. Builder authorizes the Home Builders Association of Northern Kentucky and the Home Builders Association of Greater Cincinnati to publish, print, or otherwise use the design of the house, plans, specifications and drawings in any promotional program, publication, website, newspaper advertising or other sources in conjunction with the Northern Kentucky and Greater Cincinnati Cavalcade of Homes.

Date _____ Signature _____