

RULES AND REGULATIONS

Builder agrees to abide by and is responsible for ensuring compliance with the following Parade Rules and Regulations ("Rules and Regulations"):

1. The Entry shall be constructed by the Builder. The Builder must be licensed and in good standing at the time of construction and the Entry shall be constructed in accordance with all applicable government and private laws, regulations and rules including, without limitation, the International Building Code (IBC) or the International Residential Code (IRC), excluding Appendix E, as adopted by the local jurisdiction in which the Entry is located; fire codes and Building and Use Restrictions. Building permits issued for an Entry must have been issued for the Builder purporting to have constructed the Entry.
2. The Entry must be complete by May 6, 2022. A complete Entry is one in which the Builder has secured a Certificate of Occupancy from the city. This means building, electrical, plumbing and mechanical inspections have been approved. No refund will be made for an incomplete Entry. All homes must be open to the public during all Parade hours during the days of the Parade. You must ensure that your home is 'show ready' to make a good impression with your potential customers.
3. Builder understands that the Entry Price means the selling price of the house and lot entered "as shown," excluding only furniture, draperies and freestanding appliances. All "built-ins," including built-in appliances, are included in the Parade price and Entry Price. Misleading or confusing pricing is prohibited. Builder agrees to price the house fairly, so that Builder can reproduce the same house (subject to market conditions) on an equally valued lot, after the completion of the Parade, for the same sale price.
4. Builder must ensure the Entry is safe for Parade participants and the general public.
5. Any new home is an eligible Parade Entry. The HBA of F-M does not limit the number of Parades on which an Entry may be entered. However, please note that a repeat Entry may result in consumers noticing that an Entry has been in multiple Parades and generate questions/opinions regarding that fact. An Entry may be occupied by the Builder provided it was completed after April 1, 2020.
6. The Early Registration Entry Fee (due March 7) is \$1,150 for members for the first Entry, plus a \$255 sign and flag deposit (\$1,405 total). Each additional Entry Fee is \$1,050 for members, plus the \$255 sign and flag deposit (\$1,305 total). The Regular Registration Entry Fee (due March 21) is \$1,300 for members for the first Entry, plus a \$255 sign and flag deposit (\$1,555 total). Each additional Entry Fee is \$1,200 for members, plus the \$255 sign and flag deposit (\$1,455 total). Non-members should inquire with the HBA for rate information at (701) 232-5846 or allisonw@hbafm.com. Each Entry will receive a half-page "Profile" page in the HBA of F-M's Parade magazine as part of the Entry Fee. For more advertising options, contact Allison Weckman at (701) 232-5846.
7. Each Entry must use flags and signs provided by the HBA of F-M only on designated Parade addresses during the Parade dates. Each Builder must pay a sign and flag deposit for each Entry as described above. HBA of F-M will return the deposit upon receipt of all signs and flags. Builder will return all signs and flags, damaged or not, to the HBA of F-M office by May 26, 2022. No refunds of the flag and sign deposits will be made after that date, with the exception of signs and flags lost due to wind (if multiple Builders have experienced the same situation). The Builder is responsible for placing and removing the signs according to city laws in the city of the Entry location. Each Entry will receive two flags and three numerical signs to be placed.
8. If the Builder or owner sells, cancels or withdraws Builder's Entry after signing the Application, and prior to the start of the Parade, the Entry may still be included in the Parade with the consent of the new owners. If either Builder or the new owners wish to cancel or withdraw the Parade Entry, Builder understands that Builder will not receive a refund after March 21, 2022. Builder will receive a \$250 credit to be applied to a Parade Entry in the next year, if cancelled by March 25 2022. After March 25, 2022, no credit will be given to the Builder. Flags will not be given to a Builder for an Entry not available for show. The HBA of F-M will provide the Builder with one sign for the Entry reading "Not Available for Show."
9. Reported violations of the Rules and Regulations will be reviewed by the Parade of Homes Committee ("Parade Committee") and may result in suspension from participation in any Parade of Homes, if recommended to the HBA of F-M board of directors and approved.
10. HBA of F-M may take exterior and interior photos and video footage of any Entry during Parade hours and Builder allows their use for marketing purposes.
11. HBA of F-M may receive monies in conjunction with the Parade, including but not limited to, the monies received from the Parade magazine and advertising. HBA of F-M has the sole right, title and interest to the proceeds. The Builder will not receive and does not have claim to any of the proceeds. Further, the Builder will not receive any financial consideration with respect to photographs or video taken pursuant to this Application.
12. Builder must maintain liability insurance on the Entry and the property where the Entry is located during the Parade and list the HBA of F-M as an additional insured. Builder will provide a certificate of insurance to the HBA of F-M office.
13. Builder must have ownership and copyrights, if applicable, to all photos, video footage, logos and other images as well as any construction plans provided or submitted to the HBA of F-M or others for the Application.
14. The HBA of F-M has authority to close, postpone or reschedule the Parade. The HBA of F-M will notify the local media if the Parade closes, is postponed or rescheduled. Builder will watch local media and/or www.hbafm.com and www.paradefm.com for reported closures, postponement or rescheduling. If the HBA of F-M closes, postpones or reschedules the Parade due to inclement weather or otherwise, Builder cannot open the Entry to the public using the Parade of Homes event name.
15. If Builder has a Luxurious Featured Home that is charging admission, Builder must get pre-approval for promotions it intends to offer relating to the Featured Home Parade Entry as North Dakota lottery laws prohibit an admission fee to be eligible for games of chance/ raffle drawings.
16. Rules and Regulations are subject to change at any time.
17. The HBA of F-M reserves the right to refuse any Application or portion of the Application. Failure to provide necessary items by the stated deadline could result in missed advertising and public relations opportunities.

TERMS

The Builder also agrees to the following terms ("Terms"):

1. Damages due to errors or omissions concerning Builder's Entry, maps, Builder's information in the Parade advertisements or any related advertising, press releases, etc., are limited to a maximum of a refund of Builder's Application fees.
2. Neither the HBA of F-M, its Council, any members of its Parade Committee, nor their directors, officers, employees, or agents ("Released Parties") will be responsible for any death, injuries to person, or for loss or damage to property that may occur from any cause whatsoever related to or arising or resulting directly or indirectly from Builders participation in the Parade or its Entry. Builder, for itself, its directors, officers, employees, agents, and invitees, expressly release the Released Parties from any and all claims, demands, damages, losses, actions or causes of action of whatsoever kind for any such loss, damage, death, or injury and assumes responsibility for the same and agrees not to hold the Released Parties or persons responsible or liable.
3. Builder agrees to assume, defend, protect, indemnify, and hold harmless the Released Parties against any and all claims, demand, damages, losses, expenses, actions or causes of action of whatsoever kind, including, but not limited to: any claim for death, injuries or damages to persons, loss or damage to property, or copyright infringement ("Claims"), related to or arising or resulting directly or indirectly from Builder's participation in the Parade or its Entry unless such Claims are the result of the actions or fault of the Released Parties or any other Builder participating in the Parade. Builder must defend against all Claims with qualified legal counsel. If Builder fails to defend, the HBA of F-M has a right to conduct a defense. The HBA of F-M shall also be entitled to recover from Builder the full amount of all losses sustained as a result of any such Claim including recovery for the attorney fees and costs of defending against any such Claim. In the event that the property being shown by the Builder is not owned by the Builder and damages occur, the Builder will pay for any and all damages caused to the Entry or Entry property and place all property destroyed or damaged in its original condition.
4. Builder authorizes the use of the Builder's Application information, logo or trademark and contact information for inclusion in the Parade magazine and other purposes. Builder represents that it has ownership rights and copyrights to all photos, video footage, trademarks, logos and images provided or submitted to the HBA of F-M or others for this Application.