



Builder Agreement

Date: February 1st, 2026

Association: Heart of Texas Builders Association
P.O. Box 20697
Waco, Texas 76702

Association Phone No.: (254) 776-8701

Builder: _____

Builder Address: _____

Builder Phone No. _____

Cell Phone: _____

E-Mail Address: _____

Entry Address: _____

Entry Location: Subdivision: _____
(Lot/Block) _____

Heart of Texas Builders Association Parade of Homes™ Dates: June 5th, 6th, 7th, and 13th and 14th, 2026

WHEREAS, the Heart of Texas Builders Association (known as HOTBA or the Association) annually presents the "Heart of Texas Builders Association Parade of Homes™", a program established for the benefit of the Association's communities and its local building industry; and

WHEREAS, the HOTBA relies upon the participation of the local builder members of the Association for the continued vitality of the "Heart of Texas Builders Association Parade of Homes™ " and HOTBA; and

WHEREAS, the HOTBA intends to promulgate rules and regulations for the "Heart of Texas Builders Association Parade of Homes™ ", which, when promulgated and forwarded to the Builder will be automatically incorporated into this Agreement; and

WHEREAS, the HOTBA desires to have the Builder participation in the "Heart of Texas Builders Association Parade of Homes™" and the Builder agrees to participate in accordance with the terms and conditions of this Agreement; and

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NOW, THEREFORE, for the preceding recitations, the mutual promises herein and other good and valuable the consideration, the parties agree to the following contract terms:

1. **Entry Fee:** A total entry fee of \$2,300 is to be submitted by Builder for contracts submitted on or before 5:00pm on March 20th, 2026. Additional entries will be \$1,800.00.
2. **Promotion:** HOTBA will promote the "Heart of Texas Builders Association Parade of Homes™" in order that attention is placed on the event and that a high degree of visibility is obtained. No on-site promotion will be provided to unfinished homes.
3. **Open House:** The Builder will keep the subject home open to the public at all times as established by the Committee during the "Heart of Texas Builders Association Parade of Homes™". The Builder will have a representative in the home when it is open for viewing by the public.
 - a. On inclement weather days, it shall be the decision, within the sole and exclusive discretion, of the Chairman of the Committee to open or not to open the home(s). (Please notify the HOTBA office of closed days).
 - b. If Builder's home sells prior to or during the "Show", Builder will cause the home to remain open as part of the Show.
4. **Builder Information:** On or before March 20th, 2026, the Builder must submit to HOTBA the following: (Information must be provided electronically by e-mail)
 - a. floor plan and elevation for the home to be built on the property; (All renderings must be professional in nature and must be approved by the Committee and magazine editor.)
 - b. entry fee
 - c. the Builder's biography
 - d. names of suppliers and subcontractors (optional)
 - e. custom home, speculative home, remodel or model home
 - f. map showing location of home (if possible, latitude and longitude of home location & complete turn directions)
 - g. one color picture of Builder
 - h. amenities List of up to 12 bulleted items (no more than 7 words per line)
 - i. price range of home
5. **Date of "Heart of Texas Builders Association Parade of Homes™":** The date of the "Heart of Texas Builders Association Parade of Homes™" each year shall be selected by HOTBA Board.
6. **Entry:** Builder's home entry shall be subject to the terms and conditions set forth herein. All homes sought to be entered are subject to the sole and exclusive discretion of the "Heart of Texas Builders Association Parade of Homes™" Committee and may be denied for any reason. The home must not be occupied whatsoever during the "Heart of Texas Builders Association Parade of Homes™".
7. **Completion Requirements:** The Builder must diligently pursue the completion of construction of the home so that it is completed by **Friday, May 29th, 2026**. The Committee may make inspections of the home(s) at any time and shall be granted immediate access upon request. If the Committee determines that the Builder's entry is not complete or otherwise not in compliance with the terms and conditions herein, the Builder must formally withdraw his home from the "Heart of Texas Builders Association Parade of Homes™". Should the home be withdrawn after the brochure has been published, a builder will not be able to show the home. All entries will be judged for the Parade of Homes awards on Friday, May 29th, 2026.

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8. Categories of Homes: The categories of homes may be changed within the “Heart of Texas Builders Association Parade of Homes™ “Committee’s sole and exclusive discretion from year to year. Completion and compliance exceptions for any and all entries should be presented to “Heart of Texas Builders Association Parade of Homes™ “Committee by the March 20th, 2026 deadline in writing. Builder is not allowed to proceed without written confirmation from “Heart of Texas Builders Association Parade of Homes™ “ Committee. The categories for the current year are:
 - a. **Completed Home**—A completed home is one which the Builder has secured a certificate of occupancy from the city and which meets all mortgage appraisal standards. This includes all plumbing, all floor coverings, painting and staining, carpentry, hardware, electricity, appliances, etc. The home must be ready to be occupied by a new homeowner and never previously occupied. Landscaping shall be up to each Builder but must include ground cover of at least 25 ft. around the perimeter of the home, sodded grass or hydro mulch at least one (1) inch tall average height, complete in front with shrubbery and seasonal flowers. Back of home landscaping is optional but must be graded and clean. Completion shall also include all trash and debris removed from the interior and exterior of home and garage. Interior and exterior should be neat and orderly. All swimming pools shall be 100% complete. The home is encouraged to be furnished, but it is not required.
9. Breach: If the Builder fails to comply with a term or condition herein or otherwise fails to reasonably cooperate with the Association in promoting and conducting the "Heart of Texas Builders Association Parade of Homes™ ", the Association in its sole and exclusive discretion, may disqualify the Builder from participation in the "Heart of Texas Builders Association Parade of Homes™ ". If the Builder is disqualified by the Association, the Builder will lose his entry fee. Multiple entries are counted as one entry for penalties.
10. Indemnification/insurance: To the fullest extent as allowed by law, the undersigned participating Builder agrees to defend, indemnify and hold harmless the Heart of Texas Builders Association, its agents, its members, its directors, its officers, its employees, and the "Heart of Texas Builders Association Parade of Homes™ “ Committee from any claims, causes of action, damages and/or judgments of any kind which may be made against any or all of them arising out of or relating to the undersigned's Builder's participation in the "Heart of Texas Builders Association Parade of Homes™ " and the subject of this Agreement. This indemnification Agreement includes without limitation: claims for bodily injury, death, damage or loss of personal property, breach of warranty, breach of contract, negligence and claims arising out of the acts of subcontractors or agents employed by the Builder. Additionally, Builder is strongly encouraged to obtain and maintain Commercial General Liability insurance in an amount no less the \$1,000,000 per occurrence, naming the “HEART OF TEXAS BUILDERS ASSOCIATION” as an additional insured with a blanket waiver of subrogation and Builder’s insurance being primary. If Builder does carry said insurance, Builder shall produce with this Agreement an ACORD certificate of insurance evidencing same. Regardless of any insurance available to Builder for any claim, loss or damages whatsoever, Builder waives and disclaims any of same regardless of fault, including the fault and/or negligence of the Association or any person associated with the Association, whether said claim, loss or damages could or could not be insured against, and on behalf of Builder and Builder’s insurance carrier(s), Builder waives any right of subrogation.

11. **Withdrawn:** A home is officially withdrawn when (1) it is marked "Not Available to Show" or its equivalent in the brochure or other materials; (2) it is not ready or open to show at the opening time of the first day of the "Heart of Texas Builders Association Parade of Homes™"; or (3) it is taken out of the brochure or other materials before printing. **Withdrawn homes from "Heart of Texas Builders Association Parade of Homes™" result in loss of all deposits/fees, etc.**
12. **Trademark:** The "Heart of Texas Builders Association Parade of Homes™" is or will be a registered trademark of the HOTBA, and same is considered by the HOTBA as intellectual property. Any form of advertising with this wording should be approved by the HOTBA. Please advise Realtors engaged by Builder and any advertisers of Builder of this provision and their obligation not to misuse the subject trademark.
13. **Builder Proofing and Contracts:** All Builders will be asked to proof their renderings and all information for the brochure. Any mistakes in the printed brochure will be solely the responsibility of the Builder. Each Builder is advised to properly vet and exercise due diligence in Builder's sales contracts to their consumers so that the neither the HOTBA nor Builder incurs any liability for claims related to a misrepresentation or otherwise of its home, and Builder agrees to defend and indemnify the HOTBA for any such claim by a buyer of Builder's home. Builder shall use the applicable Texas Association of Builders contract in the sale of the home to the buyer/consumer.
14. **Requirements:** A "Heart of Texas Builders Association Parade of Homes™" Builder must be a HOTBA Builder member in good standing, and with no past due accounts.
15. **Tickets:** Each participating Builder agrees that there shall be a public admission fee of \$10 per person and shall have a representative at the front door at all times to collect this amount and to stamp the tickets. These amounts are subject to change within the discretion of the "Heart of Texas Builders Association Parade of Homes™" Committee. All tickets and money shall be the responsibility of the Builder. All remaining tickets and money shall be turned into the HOTBA office no later than 5 working days after the last day of the "Heart of Texas Builders Association Parade of Homes™". The HOTBA will designate charity each year. Since the charity receives part of its contribution from door proceeds, all attendees must pay an admission. **If you want to show your home without admission, please do so during non-show hours.**
16. **Non-Members/Advertisers:** Subcontractors, realtors, and suppliers who are not HOTBA members in-good-standing may not advertise at any home or on or about the premises, any product or service in any form. If a non-member advertises at a home, any product or service in any form, Builder of that home shall be responsible for the non-member's dues, payable to HOTBA no later than 30 days from the last day of the "Heart of Texas Builders Association Parade of Homes™". **If Builder fails to timely remit payment reference herein, the full deposit of \$300 will be retained by HOTBA, in addition to the balance of any amounts remaining. The Builder is required to display a list of the HOTBA members that had a product or service in that home.**
17. **Rule Violations:** Builder agrees to comply with all rules promulgated by the "Heart of Texas Builders Association Parade of Homes™" Committee or the HOTBA leadership, will comply with any directive given by them and, further, agrees that neither the Builder, his agents or employees are conducting or promoting illegal activity, have been convicted of a felony, and/or are conducting or promoting unsafe activity, and/or any other act, error or omission that would reflect adversely on the "Heart of Texas Builders Association Parade of Homes™", "Heart of Texas Builders Association Parade of Homes™" Committee and/or the Association. **Any decision regarding rule**



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violations will be made by the “Heart of Texas Builders Association Parade of Homes™ Committee or the HOTBA leadership and is final and binding on all parties, such decisions being within the sole and exclusive discretion of said Committee.

- 18. Miscellaneous: Time is of the essence in this Agreement. If there be any claimed default under this Agreement, the non-defaulting party shall give written notice by first class mail and email with three (3) days’ notice and opportunity to cure; if however any such default by Builder is for a material term herein, immediate compliance upon verbal communication is sufficient. Any dispute related to this Agreement will be subject to mediation first and then binding arbitration serviced by the American Arbitration Association.

AGREED:

HOTBA:

HEART OF TEXAS BUILDERS ASSOCIATION

By: _____
Its Authorized Representative

Date: _____

Builder:

By: _____
Its Authorized Representative

Date: _____

Each participating Builder agrees to let the HOTBA put cars or equipment in the driveways during The Parade of Homes™, advertising our sponsors.

AGREED:

HOTBA:

HEART OF TEXAS BUILDERS ASSOCIATION

By: _____
Its Authorized Representative



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Date: _____

Builder:

By: _____

Its Authorized Representative

Date: _____