



Committed To Polk's Future

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**2010 SPRING PARADE
COMMERCIAL REMODELERS
APRIL 17 & 18, 2010
HOURS: 11:00 A.M.— 6:00 P.M.
Entry Fees: By: March 5 \$750**

Credit Card:

Master Card Visa
 American Exp Discover

Acct No: _____

Exp Date: _____

Signature: _____

REMODELER INFORMATION

Company Name: _____ License Number: _____

Contact Person: _____ Cell Phone: _____

Email: _____ Website: _____

Phone number to be published in the parade book _____

Do you want your email and website published on your page? Check one or both

**If you wish to place an ad in the Parade magazine, please check here .
Special rate is \$400 for a full page color ad.**

GENERAL INFORMATION

Street Address: _____ City: _____

All projects must be additions, renovations, restoration of an existing structure.

I understand that as a participant in the 2010 Spring Parade of Homes, information about my entry including graphics will be published on the internet.

I hereby indemnify and hold harmless the Polk County Builders Association, (hereinafter referred to as PCBA), 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 inclusion of my Parade entry renderings or photographs on internet web sites utilized by the PCBA in conjunction with the 2009 Fall Parade of Homes.

I hereby release the PCBA from responsibility and liability associated with any errors or omissions from information published by the PCBA or on their website.

Signature _____

Date _____



Commercial Remodelers Parade of Homes Participation Agreement

As a commercial remodel entry in the Parade of Homes, I agree to abide by the following rules and regulations:

1. I agree that my remodel entry will be complete by opening date of the parade.
2. My remodel entry will be open for public viewing during the entire Remodelers on Parade which is the first weekend only of the Parade of Homes.
3. I understand I will receive a proof of my entry in the Parade of Homes magazine. If a signed proof is not returned by the required date and time, the magazine publisher, PCBA staff and the Parade Committee will make no attempt to contact me and any mistakes in the printed book are my sole responsibility and liability.
4. I agree to staff my project adequately during all hours of the parade.
5. Any violation of these rules will result in withdrawal of my Remodelers on Parade privileges without refund of entry fee. All decisions regarding rule violations and/or interpretation/application of said rules shall be made by the Parade of Homes Committee and/or the Board of Directors, and are final and binding.
6. I hereby represent, warrant and certify to PCBA that I am licensed as required by Florida law and that I am (or will be) the remodeler of the building I am entering in the Parade of Homes Remodelers on Parade.

I agree, if requested by PCBA, to provide a copy of all my licenses and building permit prior to entering the Parade.

I also hereby represent, warrant and certify that the remodeled project is the result of an original design, and that I have obtained the legal rights to use the design from the copyright of the design as represented in the structure, plans, specifications, and drawings for the house. I further represent that I have 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. I hereby indemnify and hold harmless PCBA 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 project or the inclusion of drawings of the project in any publication of PCBA publicizing or being printed in conjunction with the Parade of Homes.

7. PCBA shall not be responsible for any false or misleading advertising. I understand that if I engage in false or misleading advertising, I could be barred from future participation in the Parade of Homes Remodelers on Parade.

8. The undersigned participant in the PCBA Remodelers on Parade shall defend, indemnify, save and hold the Polk County Builders Association ("PCBA") harmless from and against any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs and expenses of every kind or nature. This shall include, but not be limited to, reasonable attorney's fees and court costs incurred by the PCBA, arising directly or indirectly from or out of the undersigned's participation in the Remodelers on Parade, including:

- a) any failure by the undersigned to perform any of the terms, provisions, covenants, or conditions of contracts entered into as a result of the undersigned's participation in the Remodeler's on Parade;
- b) any accident, injury or damage which shall happen at, in or upon the premises at which the undersigned is performing the aforementioned contracts ("premises");
- c) any matter or thing growing out of the condition, occupation, maintenance, alteration, repair, use or operation by any person at the premises;
- d) any failure of the undersigned to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any governmental authority in connection with work by the undersigned pursuant to the contracts or at the premises.

The undersigned's indemnity obligations under this indemnification agreement arising prior to the termination of the undersigned's participation in the Remodelers on Parade shall survive any such termination.

9. The undersigned participant in the PCBA Remodelers on Parade hereby acknowledges that written permission from the owner of the premises to be entered in the Remodelers on Parade has been obtained and that a copy of said written permission shall be provided to PCBA. Further, said document shall contain an indemnification agreement, which shall hold harmless PCBA from any and all liability arising out of use of the premises in the Remodelers on Parade.

10. I hereby release PCBA from any responsibility or liability associated with any errors or omissions in the Parade of Homes magazine or for any and all errors or omissions in any kind or type of advertising materials (print, radio, TV or any other media).

11. Violation of any of these rules will result in a one-year suspension from participation in the Remodelers on Parade.

12. No entry/entrant/participant may charge admission or solicit donations for access to their entry featured in the Parade of Homes Remodelers on Parade event.

13. I certify that I carry a general liability policy in the amount of at least \$500,000.

I have read, understand and agree to abide by the Parade of Homes Remodelers on Parade rules as written.

Remodeler's Signature _____ Date _____

Company Name: _____



**Parade of Homes Commercial Remodelers on Parade
Affidavit and Agreement**

I/We _____, as owner(s) of the
(Owner)

building located at _____

do hereby grant permission to

(Contractor)

to enter the above-mentioned premises in the Parade of Homes Remodelers on Parade sponsored by the Polk County Builders Association for the purposes of displaying to the public, the addition/remodel/renovation project completed by the above-named contractor. In doing so, I/we understand that:

1. My entry will be open for public viewing during the entire Remodelers on Parade.
2. Photographs, drawings and/or directions to the premises will be published in the Parade of Homes magazine and the Lakeland Ledger. My entry will also be featured on PCBA.com.
3. The building shall be staffed by the contractor and/or representative at all times while open to the public.
4. Pictures and drawings of the premises may be used for advertising, award and promotional purposes.
5. The contractor has agreed to take reasonable precautions to protect the safety of the building and the occupants' possessions, and that is solely the responsibility of the owner and the contractor to do so.
6. The undersigned owner(s) as willing participants, along with the contractor, in the Remodelers on Parade, shall and hereby does defend, indemnify, save and hold PCBA harmless from and against any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs and expenses for every kind or nature, including reasonable attorney's fees and court costs, incurred by PCBA, arising directly or indirectly from or out of the undersigned's participation in the Remodelers on Parade event. The undersigned's indemnity obligations under the indemnification agreement arising prior to the termination of the undersigned's participation in the Parade of Homes Remodelers on Parade shall survive any such termination.
7. PCBA is relying on our affidavit as a material inducement to PCBA to allow the aforementioned premises to participate in the Parade of Homes Remodelers on Parade.

The undersigned acknowledges having read the above carefully before execution.

Owner(s) Signature _____

Print Owner(s) Name _____

Address of Entry _____

Owner Phone Number: _____ Date: _____