



2009 Tour of Remodeled Homes™ (TRH)

Agreement for Participation in the 2009 TOUR of REMODELED HOMES™

Recitals:

WHEREAS, Central Oregon Builders Association, (hereinafter “COBA”) owns and produces the COBA Central Oregon Tour of Remodeled Homes™ (herein after “Tour of Remodeled Homes™ or (TRH)”))

WHEREAS, COBA and the REMODELER desire to enter into an agreement for the REMODELER to place their remodeled home/project on the TRH;

Now, therefore, in consideration of these premises, intending to be legally bound, the parties agree as follows:

1. Responsibilities of COBA

COBA shall produce the TRH. COBA may hire a management company to produce the TRH at its sole discretion. In particular, COBA or its designated production management company agrees to produce the TRH to take place at scattered sites throughout Central Oregon on October 24-25, 2009.

1.1 Designate a COBA staff member or designee to be the point of contact to work directly with the REMODELER designee.

1.2 Maintain the current TRH name registrations with the Secretary of State.

1.3 Negotiate contracts with vendors, sponsors, exhibitors and supporters to provide all required services to produce the TRH.

1.4 Include REMODELER’s project in the 2009 COBA Fall Home Show™/TRH guide.

1.5 Provide internal recognition within COBA and mentions in *Building Central Oregon*™, COBA’s newsletter.

- 1.6 Conduct a professional marketing campaign to promote the TRH.
- 1.7 Honor REMODELER at a COBA General Membership Meeting after the TRH.
- 1.8 Provide tickets and/or wrist bands to REMODELER to sell before and during the TRH.
- 1.9 Provide REMODELER a regular 10 x 10 booth in the 2009 COBA Fall Home Show™.

2. Responsibilities of REMODELER

In consideration thereof REMODELER shall:

- 2.1 The REMODELER shall have and maintain an active Construction Contractors Board (CCB) GENERAL CONTRACTORS LICENSE throughout the duration of the project and the TRH if the REMODELER is directing, scheduling or paying for work done on the home/project. The REMODELER agrees to provide a copy of the project's building permit.
- 2.2 Read, sign and return the TRH Agreement by JULY 30, 2009 along with the TRH Homeowners Agreement signed by a homeowner.
- 2.3 Pay in full to COBA by July 30, 2009 the registration fee of ONE THOUSAND FIVE HUNDRED dollars, (\$1,500.00), for the first home/project registered and SEVEN HUNDRED dollars (\$700) for each additional home/project registered.
- 2.4 Provide COBA with a map that has the TRH home/project location marked along with any directions from a main thoroughfare. The REMODELER is responsible for the accuracy of the directions and map placement location. The map is used for approximation only. The map is not intended to be used to direct traffic to your TRH home/project.
- 2.5 Provide COBA with a complete list of all subcontractors and suppliers who worked on the home/project or provided material for the project. Such list shall be provided to COBA at the time the home/project is registered. If changes or additions are made, the REMODELER shall provide COBA with a corrected list no later than September 15, 2009.
- 2.6 If the TRH home/project is located in a gated community, the REMODELER agrees to provide COBA with written approval from the community's home owners association for the home to be considered for participation in the TRH. The approval must be submitted with the registration packet and registration fee to be considered for entry.

2.7 The REMODELER understands that time is of the essence and shall exert its best efforts to complete construction, including any landscaping by 5:00 PM September 15, 2009. For purposes of this agreement, the project/home shall not be considered complete until; 1) a valid occupancy permit is issued by the appropriate jurisdiction; 2) COBA's Executive Vice President has certified that the home/project, including landscaping, is complete. The REMODELER agrees that COBA has the right to inspect the project/home at any time during the construction process, and may contact the homeowner directly to facilitate inspection.

2.8 Designate a REMODELER employee to work cooperatively with COBA on the TRH through the completion of this contract.

2.9 Provide COBA with the REMODELER'S logo in a form that can be reproduced in print and/or TV media as well as any brochures, letters and show guides etc.

2.10 The REMODELER shall have general liability insurance of not less than \$500,000 in effect during the TRH, and will include a copy of the certificate with their entry packet. The certificate will be valid through the dates of the TRH and the Central Oregon Builders Association and the homeowner will be listed as co-insured on the certificate for the dates of the TRH. The REMODELER shall require the insurance company to provide COBA at least 30 days written notice of any cancellation of such policy. The REMODELER shall indemnify and hold harmless COBA, against and from, any and all participation in any activity or work to be done, permitted or suffered by the REMODELER, or any officer, agent, employee, guest, or invitee of COBA, and from all costs, attorneys fees and liabilities incurred in or about the defense of any such claim, action or proceeding brought thereon. The REMODELER agrees that other than specifically set forth herein; COBA shall have no obligation to make any payment to the builder for any reason. The REMODELER agrees to hold COBA and its employees harmless from any claim or occurrence that may arise from their participation in the TRH.

2.11 Maintain COBA and COBA Remodelers Council memberships in good standing through 2009.

2.12 The REMODELER'S home/project will be completed by September 15, 2009. If any part of the project is still under construction at that time, the REMODELER agrees to notify COBA immediately. If COBA, acting through its Executive Vice President, believes that the project will not be completed in time for the TRH, COBA may elect to remove the home/project from the TRH and refund one third of the entry fee for that project.

2.13 The REMODELER'S home/project will be available and open for viewing and will be adequately staffed by the REMODELER during all hours of the TRH, maintaining a safe environment for the public during the entire TRH, October 24-25, 2009 from 11:00 AM to 6:00 PM. The home/project including the front yard will be clean and presentable for viewing during these hours.

2.14 The REMODELER will be responsible for setting up and removing TRH signs. All signage, cash from ticket and/or wristband sales and property provided by, and belonging to, COBA and/or the TRH will be returned to COBA within 2 days after the close of the 2009 TRH. The REMODELER agrees to use only the signage provided by the TRH during the TRH dates. However, each REMODELER is allowed to use one (1) REMODELER company sign in front of the project.

2.15 The REMODELER agrees that, in order to create and maintain a professional image for the entire TRH, only signs and items approved by COBA will be allowed outside or inside the home/project during the TRH. The REMODELER further agrees to cooperate with COBA by displaying sponsor's materials and/or signage.

2.16 It is the REMODELER'S responsibility to confirm all information printed in the FALL HOME SHOW™/TRH guide for accuracy. The accuracy of the information submitted to the TRH or *The Bulletin* is the responsibility of the participating REMODELER. COBA will not be responsible for errors or omissions regarding project information, location on any maps in the TRH publications or any related advertising or press releases. The REMODELER agrees to promptly notify in writing the Central Oregon Builders Association of all errors, upon receipt of advertising and/or communication proofs.

2.17 The REMODELER agrees that if provisions 2.1 through 2.16 are not executed in a timely manner and the REMODELER fails to properly perform their responsibilities under this agreement, the Executive Vice President of COBA, at his discretion, may exclude the REMODELER from TRH advertising and/or a future TRH. No sanction(s) shall be imposed against a REMODELER without written notice, giving the REMODELER a reasonable opportunity to correct any performance issue(s).

3. Goals

This Agreement is intended to implement the goals set forth by the Central Oregon Builders Association, the COBA Remodelers Council and/or the TRH Committee and COBA's Board of Directors. Based upon such goals, the parties agree to cooperate using their best efforts to accomplish certain goals related to the TRH, as follows:

3.1 Attempt to maintain and increase public attendance and awareness by marketing the event as "The" TRH event for Central Oregon.

4. Ownership

The parties agree that COBA owns all rights in, and to the TRH, including the name thereof, for so long as the registration is current with the Secretary of State. COBA retains all rights to operate the TRH and sign up remodelers, builders, vendors, sponsors and supporters as it deems necessary. COBA, in its sole discretion, determines whether a prospective REMODELER is eligible to participate in the TRH.

5. Promotional Limitation.

5.1 Except as expressly provided herein, neither COBA nor REMODELER shall have the right to use in any way the corporate or trade name, trademark(s), service mark(s), logo(s), or other identification of the other party without their prior written consent.

5.2 By participating in the TRH, the REMODELER grants to COBA a fully-paid, perpetual non-exclusive license to use, display, and reproduce the name, trade names and product names of the REMODELER in any directory (print, electronic, or other media) listing the REMODELER as participating the TRH and to use such name in COBA promotional materials. COBA may also take photographs of REMODELER'S participation on the TRH and use such photographs for any COBA promotional purpose.

5.3 REMODELER hereby grants to COBA a royalty-free, non-exclusive license to use and display the REMODELER'S business name or trademarks associated with COBA's TRH. Such use shall be limited solely to the duration of the TRH and any advertising or promotional activities relating thereto. REMODELER shall not use any of the COBA TRH trademarks in a way affiliated with or otherwise acting on behalf of REMODELER without written permission from COBA. COBA and the REMODELER acknowledge that the provision of this paragraph does not convey any right, title or ownership interest in the business names or trademarks.

5.4 REMODELER hereby agrees to hold COBA harmless for any and all errors and omissions created by any contracted marketing and/or advertising departments, divisions or agencies.

6. Independent Contractor

COBA and the REMODELER shall be and act as independent associations and contractors, and under no circumstances shall this Agreement be construed as one of agency, legal partnership or joint venture of employment between the REMODELER and COBA. None of the personnel under contract to, employed by, or volunteering for COBA, shall be deemed in any way to have any contractual relationship with the REMODELER whatsoever. COBA shall be solely responsible for the conduct of its employees, personnel, exhibitors and agents in connection with their performance of COBA's obligation hereunder.

7. Term

This Agreement shall be effective from the date of execution until after completion of the Event in 2009, unless otherwise terminated or extended as provided herein. Upon expiration of the term of this Agreement, unless extended hereunder, the Agreement shall cease to be of any effect.

8. Termination for Convenience by REMODELER.

REMODELOER, by written notice, may terminate this Agreement upon 45 days written notice, without cause, for its own convenience. In the event of termination for convenience by REMODELER as set forth herein, REMODELER shall forfeit the full amount of the registration fee due or paid to COBA.

9. Termination for Convenience by COBA

COBA, by written notice, may terminate this Agreement upon 60 days written notice, in whole or part, without cause, for its own convenience. In the event of termination for convenience by COBA as set forth herein, COBA shall not be liable for any costs incurred by REMODELER with respect to future Events so terminated.

10. Disputes

Except as otherwise agreed by the parties any dispute or claim concerning this Agreement which is not disposed of by consensus among the parties shall be decided by binding arbitration conducted by and according to the rules of the Arbitration Services of Portland, Oregon. The venue for the arbitration shall be Deschutes County Oregon. Pending final decision on such a dispute, the parties shall proceed diligently with the performance of this Agreement. The decision of the Arbitrator shall be unappealable, final and conclusive.

11. Force Majeure

No party shall be responsible for issues that arise on the TRH beyond its reasonable control, such as acts of God, acts of terrorism, weather delays, government restrictions, or unforeseen commercial delays. If the TRH is postponed due to inclement weather or other conditions beyond COBA’s control, it may be rescheduled for another time.

12. Notices

All notices required or permitted hereunder shall be deemed duly given if sent by certified mail, postage prepaid, addressed to the parties as follows:

If to COBA:

Tim Knopp
Central Oregon Building Association
61396 S Hwy. 97, Suite 203
Bend, OR. 97702

If to REMODELOR:

Remodelor: _____
Company: _____
Address: _____

13. Assignment

This Agreement is not assignable in whole or in part by any party hereto in the absence of the prior written consent of the other party.

14. Disclaimer

COBA does not endorse any TRH company, exhibitor or sponsor or their products or services.

15. Entire Agreement

This agreement contains the entire understanding between the parties hereto relating to the subject matter contained herein and supersedes any and all prior

agreements, arrangements, communications, or representations, whether oral or written. This Agreement may not be amended, altered, modified or changed except in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as follows:

For COBA:

For REMODELER:

Signature

Signature

Print name

Print Name

Title

Title

Date

Date

Remodel Project Homeowner's Name: _____

TRH's Project Address: _____
