



**APPLICATION AND CONTRACT
FOR PROJECT ENTRY**

September 15, 2018 10 a.m. - 4 p.m.

THIS AGREEMENT dated _____, 2018 is by and between the NARI Atlanta Tour of Remodeled Homes/NARI Atlanta and below named Entrant.

NARI Atlanta ~ 4084 Presidential Parkway Suite 100 ~ Atlanta, GA 30340~ 770.559.9440

Entrant named: _____
Company Name City

The NARI Atlanta Tour of Remodeled Homes (Tour) agrees to permit Entrant to enter a project in the 2018 Tour of Remodeled Homes to be held at location submitted by the Entrant, with the Tour opening September 15, 2018. Entrant requests to enter the following project(s) in the Tour:

Submission Deadline is July 18, 2018

First Entry: >\$1,650 (includes one CotY Award Entry fee, \$175 value)
OR
>\$1,500 (no CotY entry fee)

Additional Entries: \$1,200 – all entries must be submitted by July 18, 2018

| ENTRY ADDRESS | ENTRY FEE |
|---------------|-----------|
| 1. _____ | \$ _____ |
| 2. _____ | \$ _____ |
| 3. _____ | \$ _____ |

MAKE CHECKS PAYABLE TO: NARI Atlanta
Minimum 50% Deposit due by July 18, 2018
Balance due by September 1st, 2018

PAYMENT SCHEDULE: One half (50%) or more is due at the time your application is received. Balance is due on or before September 1, 2018. **RETURN ORIGINAL form along with YOUR CHECK, to NARI Atlanta, 4084 Presidential Parkway, Suite 100, Atlanta, GA 30340. You can also call the office to pay by credit card. Retain a copy for your files and information.**

PROJECT BEING ENTERED: Complete the attached sheet describing the project(s) to be entered.

IMPORTANT: Any companies participating in the Tour must be a member of NARI Atlanta.

ADVERTISING: Each participant should be prepared to support the advertising efforts of the tour.

DEPOSIT: No entry will be accepted unless deposit accompanies application.

ENTRANT (Company) NAME: _____

PHONE: _____ EMAIL: _____

Your Name and Title

Your Signature

For NARI Office Use ONLY - Do Not Write In This Space

Balance due September 1, 2018: _____

Accepted by NARI Atlanta: _____

Date: _____



2018 RULES AND REGULATIONS

This is part of your agreement. Read it carefully.

1. This application form constitutes merely an offer to enter into a contract with NARI Atlanta to enter a completed home improvement project in the NARI Atlanta Tour of Remodeled Homes. The completion and tendering of this form and/or payment of all or any part of the applicable cost shall not create a contract binding upon NARI Atlanta until such time as the application has been formally accepted by NARI Atlanta.
2. NARI Atlanta expressly reserves the right to reject any application and return any payment accompanying such application for any reason that NARI Atlanta may deem appropriate, or for no reason whatsoever. NARI Atlanta shall have absolute and exclusive discretion to determine which applications shall be accepted and which applications shall be rejected, and any application may be rejected with or without cause.
3. Any application accepted by NARI Atlanta shall, upon acceptance, become a binding agreement between NARI Atlanta and Entrant.
4. By tendering this application and upon this acceptance thereof by NARI Atlanta, Entrant expressly agrees to be bound to the following:
 - A) All rules, regulations, and requirements described on these documents.

B) All rules, regulations and requirements set forth in any written materials pertaining to the NARI Atlanta Tour of Remodeled Homes, which may be promulgated by NARI Atlanta at any time hereafter.

C) Any verbal instructions given by any authorized representative of NARI Atlanta during the course of the NARI Atlanta Tour of Remodeled Homes.

5. Any Entrant who fails to comply with any of the terms of this agreement between NARI Atlanta and Entrant, including rules, regulations, and requirements as described above, shall be liable to NARI Atlanta for all damages resulting therefrom, provided further, however, that nothing herein shall prevent NARI Atlanta from seeking specifically to enforce the terms of the agreement, including such rules, regulations, and requirements, in lieu of, or in addition to, seeking money damages for any breach. In any event, Entrant shall be liable to NARI Atlanta for any expenses incurred by NARI Atlanta because of any breach of the agreement between NARI Atlanta and Entrant, and such expenses shall include, without being limited to all court costs and actual attorney fees.

6. No refunds will be given, and all monies deposited will be forfeited, if Entrant cancels contract after August 17, 2018, regardless of cause.

Irregular Advertising - The Tour is limited to NARI Atlanta members that have contracted and paid for an entry in the Tour.

Insufficient Funds - Checks returned for insufficient funds or closed accounts shall be charged a \$35 returned check charge. If debtor fails to act within 10 days, the returned check and returned check charge shall be turned over to legal counsel for collection and debtor shall be responsible for all court and attorney fees.

Liability & Insurance

A) Each Entrant must make provision for the safeguarding of his/her/its goods from the time they are placed in his/her/its entry location until they are removed by the Entrant. NARI Atlanta will not be responsible for or guarantee to Entrant, the safety of project entry property or materials against fire, accident, theft, or any personal or property loss or injury whatsoever.

B) It is agreed that Entrant shall assume all liability for damage to project location caused by his/her/its entry and shall indemnify NARI Atlanta from and against any liability that might ensue by reason of his/her/its entry or presence in the Tour.

Staffing Entry- Each entry must be staffed at all times during Tour hours. NARI Atlanta will provide staffing at the entrance of each home for check in purposes.

Project Signage—It is the responsibility of the Entrant to research regulations regarding signage in the communities in which the project entry is located and abide by those regulations regarding signage at or around the project entry site.

Amendments—Tour management shall have the full power in the interpretation and enforcement of all contract regulation contained herein and the power to make such amendments thereto, and such further rules and regulations as shall be considered necessary for the proper conduct of the event.



DATA SHEET

This information will be used in
newspapers, websites, and magazines

Due Date: July 18, 2018

PROJECT TYPE (i.e. kitchen, bath, basement, etc.) _____

MUNICIPALITY: _____

PROJECT ADDRESS: _____

[For NARI use only*]

*HOMEOWNER'S NAME: _____

*HOMEOWNER'S PHONE #: _____

DETAILED PROJECT DESCRIPTION: (250-300 words max)

(Include before and after picture as JPEG/PDF with High Resolution, at least 300 DPI)

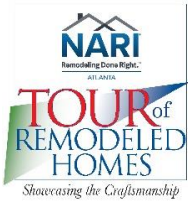
NARI SUBCONTRACTORS, VENDORS, MATERIALS, ETC. USED TO BE MENTIONED AS PART OF
PROJECT (space allowing):

COMPANY NAME: (please attach logo, as High Resolution JPEG)

PHONE: _____ FAX: _____

SIGNATURE OF PERSON PREPARING DATA SHEET: _____

DATE: _____



This agreement is entered into this _____ day of _____, 2018 between _____ (“Homeowner”), _____ (“Contractor”), and the National Association of the Remodeling Industry, Atlanta Chapter (“NARI”) and concerning Homeowner’s participation in the 2018 NARI Atlanta Tour of Remodeled Homes on September 15, 2018, at Homeowner’s residence located at _____ (“Residence”). (Homeowner, Contractor, and NARI Atlanta shall be collectively referred to herein as the “Parties.”)

Homeowner agrees to:

- Allow photography at Residence for Tour of Homes’ program and/or any other publicity related documents at a reasonable time and date to be determined at NARI’s sole discretion;
- Allow any photographs of, or information concerning, Residence to be published in Tour of Homes program and/or any other publicity related documents (including but not limited to newspaper stories/ads, magazine stories/ads, brochures, flyers, etc.) as determined by NARI Atlanta;
- Remove any valuable personal items in any common areas of the Residence in which NARI Atlanta Members/Representatives and/or Tour of Homes ticket holders will be present;
- Remove any items in the Residence identified by NARI Contractor, in its sole discretion, as a safety hazard, in danger of being damaged, or otherwise inappropriate given the nature of the Tour of Homes;
- Allow Tour of Homes Committee members/event personnel access to the Residence, beginning at 10 a.m. Friday, September 14, 2018 or as determined with contractor for set-up of the event; and
- Allow Contractor to host an entertainment event (e.g. cooking demonstration, flower arranging demonstration, etc.) in the kitchen or other designated area of the Residence on the day of the event;
- Insure and hold harmless NARI Atlanta and its employees, officers, agents, directors, and designees from and against any suits, claims, demands, causes of action, or damages of any kind, known or unknown, that may arise in connection with Homeowner’s participation in the Tour of Homes, with the sole exception of such suits, claims, demands, causes of action or damages that arise from NARI Atlanta’s sole negligence.

Contractor agrees to:

- Coordinate with NARI Atlanta to establish general liability insurance coverage for the dates of the Tour of Homes, issued by an insurance carrier licensed in the State of Georgia, with said policy to include coverage on an “occurrence” basis and limits of no less than \$500,000.00 for each occurrence;
- Provide Homeowner with a copy of event brochure/flyer; and
- Provide Homeowner with 10 complimentary Tour of Homes tickets.
- Insure and hold harmless NARI Atlanta and its employees, officers, agents, directors, and designees from and against any suits, claims, demands, causes of action, or damages of any kind, known or unknown, that may arise in connection with Contractor’s participation in the Tour of Homes, with the sole exception of such suits, claims, demands, causes of action or damages that arise from NARI Atlanta’s sole negligence.

2018 National Association of the Remodeling Industry Atlanta Chapter Tour of Remodeled Homes

Participating Homeowner Agreement

- Should Homeowner desire to cancel this Agreement and his participation in the Tour of Homes, Homeowner must provide NARI Atlanta with written notification of cancellation no later than July 30th, 2018. If Homeowner fails to provide such notice, he agrees to be liable for all of NARI's damages resulting therefrom, including but not limited to reprinting of promotional materials and revised publicity costs.
- NARI Atlanta reserves the right to terminate this agreement and/or reschedule the Tour of Homes event at any time upon 5 days written notice to Homeowner.
- Homeowner further acknowledges and agrees that all right, title, and interest in any photographs, home descriptions, brochures, or other marketing collateral or similar interests generated by or on behalf of NARI shall be and remain the sole and exclusive property of Atlanta Home Improvement Magazine.

This Agreement shall be governed by, construed under, and enforced and interpreted in accordance with the laws of the State of Georgia. Furthermore, this Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement among them. Any modification or amendment to this Agreement shall be in writing and signed by all Parties.

"Homeowner"

Print Name: _____

Date: _____

"Contractor"

Print Name: _____

Date: _____

"NARI Atlanta"

By: _____

Date: _____