

**Occupied home waiver – REQUIRED only for occupied NEW Homes
MUST BE APPROVED BY COMMITTEE CHAIR**

This agreement is made by and among _____
(Owner(s) as Owner(s) of the home located at _____ (Home);
_____ (Builder) as general contractor of the home; as the Winnegamie Home
Builders Association (WHBA). Presenter of the 2024 FALL Parade of Homes event.

The parties hereto agree as follows:

1. The owner(s) hereby permit the builder to enter the home in the 2025 Spring Parade of Homes.
2. The home must receive a certificate of Occupancy no more than six months before the parade date. The Parade of Homes will be held on April 26-27 and May 3-4, 2025.
3. The home will be open for public viewing during the entire Parade of Homes event.
4. The owner will keep the home's interior and exterior in a presentable condition. (Clean and free of all clutter).
5. The owner(s) is unable to occupy the home during the duration of the Parade of Homes event.
6. Photographs, renderings, street address, construction features, and directions to the home will be published to the general public.
7. Owner(s) and Builder shall have the sole responsibility to take reasonable precautions to protect the safety of the home and owner(s) possessions therein. The owner(s) shall remove valuables, medication, firearms, and pets from the home during the Parade of Homes event.
8. Owner(s) shall maintain a homeowner's insurance policy with liability coverage during the event to cover any losses that may occur during the event.
9. To the fullest extent allowed by law, Owner(s) and /or Builder do hereby release and hold harmless WHBA, its officers, employees, board of directors, representatives, successor and assigns from any liability whatsoever as a result of any damage to person or property of Owner(s) and/or Builder which may result from or in any way be related to the participation of the home in the Parade of Homes event, unless such damage is caused by the negligence of intentional tortious conduct of WHBA.
10. Furthermore, in the event of any alleged damage to a person or entity not a part to this Agreement, to the fullest extent allowed by law, Owner(s) and builder agree to defend, indemnify, save and hold harmless the WHBA, its officers, employees, board of directors, representatives, successors and assigns from and against any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, cost and expenses of every kind and nature, including reasonable attorney's fees and court costs, incurred by WHBA arising directly or indirectly from or out of the undersigned's participation in the Parade of Homes event, unless such are caused by the negligence of intentional tortious conduct of the WHBA. *Builder Fines - will be at the discretion of the parade committee depending on the severity of the violation and/or the response to correct.*
11. Neither Owner(s) nor Builder shall receive any payment or other compensation of any kind from WHBA as a result of the inclusion of the Home in the Parade of Homes event.

Homeowner(s) Signed:

_____ Date: _____

Builder Signed:

_____ Date: _____

WHBA Committee Chair (Parade)

_____ Date: _____

