

HOMESHOW EXPO

2020

BUILDER NAME _____

BUILDER CONTACT # _____

BUILDER E-MAIL _____

LOT # _____

ADDRESS _____

PRICE _____

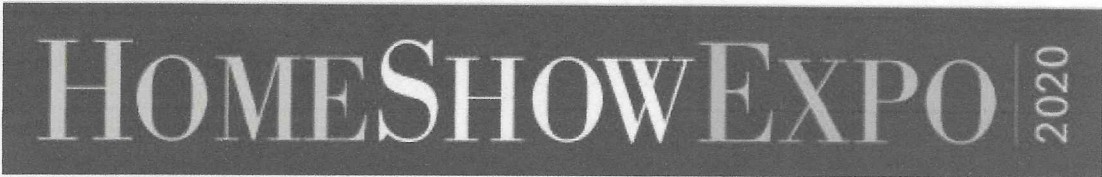
AGENT (IF APPLICABLE) _____

All items below to be included with every lot submission.

Please e-mail to danielledseifert@gmail.com

- PURCHASE AGREEMENT
- ADDENDUM TO PURCHASE AGREEMENT
- \$5000 EARNEST MONEY PAYABLE TO DRA PROPERTIES, LC
- HBA # _____
- HSE BUILDER AGREEMENT
- HOA ADDENDUM
- COPY OF HBA \$5500 CHECK

* All HSE 2020 documents can be downloaded and viewed anytime at DanielleSeifert.com/hse2020.



ADDENDUM to Purchase Agreement

Builder: _____

Date of Purchase Agreement: _____

1. Builders must be members of the Greater Des Moines Home Builders Association or must apply for membership and be approved within 30 days of writing the purchase agreement.
2. Builders must sign the attached HSE agreement and submit their payment for the show (made payable to the HBA) with the purchase agreement. This does not constitute earnest money for the lot, that is separate.
3. Any lots purchased will be closed within 30 days of delivery of the lots. No extension regardless of time of year and/or existence of franchise utilities.
4. All covenants, pattern book, ARB (architectural review board) and scholarship fund documents are provided at danielleseifert.com/HSE2020. By signing below you acknowledge that you have been given access to these documents and that you are fully aware of the building process, including ARB.

_____ Builder Representative Printed

_____ Builder Representative Signature

_____ Date _____ HBA # (if active member)

_____ Phone# _____ Email Address



Homeowner Association
Addendum to Purchase Agreement

Seller: DRA Properties, LC

Seller: _____

Buyer: _____

Buyer: _____

Address of Property: _____

Date of Purchase Agreement: _____

BUYER

BUYER

SELLER



07/02/18 10:22AM CDT

- 1. This purchase agreement is subject to the terms and provision of the Home/Townhome/Condominium Declaration, By-Laws, Articles of Incorporation, Rules and Regulations, and amendments thereto.
2. Within 7 days of final acceptance of the Purchase Agreement, the Seller shall furnish to the Buyer the Home/Townhome/Condominium's Declaration, By-Laws, Articles of Incorporation, Rules and Regulations, and amendments thereto, as of the date of the Purchase Agreement.

*All Prairie Trail Covenants can be found at http://www.prairietrailkeny.com/resources-2/covenants/

Buyer shall be allowed ten (10) days after receipt thereof to examine said documents. Buyer may, within said ten (10) days, prior to any conveyance of the property, elect to cancel this Purchase Agreement by delivering written notice of cancellation as stipulated in the Purchase Agreement. If the Buyer elects to so cancel this Purchase Agreement, then this Agreement shall become null and void and the earnest money paid by the Buyer shall be refunded. In the event Buyer does not so notify Seller of cancellation, this agreement shall be binding and remain in full force and effect.

If the Home/Townhome/Condominium's Declaration, or By-Laws require that this Agreement or the purchaser be approved by the board of directors (or other governing body) of the Home/Townhome/Condominium or if any rights of first refusal or comparable right exist then this Agreement is made expressly contingent upon such approval, or upon a waiver of such right given, in writing. In the event such approval is not granted or waived prior to closing, this agreement shall be null and void and all earnest money paid by Buyer shall be refunded.

- 3. Seller shall bring current all monthly and/or yearly Homeowner's Association dues attributed to Seller's possession as of date of closing. All future monthly Homeowner's Association dues shall be paid by the Buyer unless specifically addressed herein.
4. All Homeowner's Association assessment shall be paid by: [X] Seller [] Buyer [] Prorated

HOA Name: Parkway South at Prairie Trail

HOA Fee \$115 [] Monthly [X] Yearly

Buyer Date

Ashley Johnson, DRA Properties, LC dotloop verified 06/28/18 3:58PM CDT 2D1K-WWFR-JD3F-X9ET Seller Date

Buyer Date

Seller Date

HOMESHOWEXPO - BUILDER AGREEMENT

WHEREAS, the Home Builders Association of Greater Des Moines (hereafter referred to as "Association") intends to conduct an exhibition of new single family homes known as HomeShowExpo 2020 (hereafter referred to as "HomeShowExpo" or "Show") during July 2020; and

WHEREAS, the builder member of the Association, _____, (hereafter referred to as "Builder") desires to construct a home that would be included as part of the Show; and

WHEREAS, the Association has entered into an Agreement with _____ (hereafter referred to as "Developer") to conduct the HomeShowExpo 2020 at _____, a development located in _____ (hereafter referred to as the "City") (a copy of said Agreement being attached hereto as Exhibit A and by this reference made a part hereof) and Builder owns or is allowed to build on one or more of the lots in _____; and

WHEREAS, the Parties hereto are mutually desirous that Builder's home be included in the homes being presented at the HomeShowExpo.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Association and Builder hereby voluntarily enter into the following agreement.

BUILDER REPRESENTS AND AGREES TO PROVIDE AT ITS EXPENSE AS FOLLOWS:

1. Builder is a member in good standing of the Association.
2. Builder has been a member of the Association for a minimum of one year. If the Builder's membership period is less than this time frame, approval from the Association Board of Directors (2/3 Majority Vote) will be required.
3. If two (2) homes by the same Builder are to be constructed, the Builder MUST have had an entry in at least one (1) HomeShowExpo prior to the upcoming HomeShowExpo. If the Builder has not met this qualification, approval from the Association Board of Directors (2/3 Majority Vote) will be required.
4. No home(s) shall be started after March 1st. If the date occurs on a weekend, the first Monday thereafter shall apply. If a later start date is expected, approval from the Association Board of Directors (2/3 Majority Vote) will be required.

5. Builder agrees to pay the Association \$5,500 as an entry fee for HomeShowExpo 2020 and shall provide these monies to the Developer accompanying a signed copy of this Contract. A \$2000 credit will be applied to all existing Association Builder members in good standing. All Builders are encouraged to recoup this cost by selling sponsorship space in their garages provided; however, all sponsors must be members of the Association. (extra marketing dollars include: hype video, photos and social media)
6. Builder agrees to carry at least \$1,000,000 liability insurance for any claims for damage resulting from any occurrence on or in Builder's property in the show, and shall name the Association as an additional insured on the policy. Builder further agrees to furnish the Association with a certificate of insurance proving coverage and shall provide this document to the Developer accompanying a signed copy of this Contract.
7. The Builder agrees to provide proof of financial stability of the home to the Association and shall provide this document to the Developer accompanying a signed copy of this Contract. This shall include but not be limited to the following:
 - a. If the home is pre-sold and the homeowner is carrying the construction loan, a letter of loan approval from the Owner's lender will be required.
 - b. If the home is a model home (speculative in nature) OR is a custom with the Builder carrying the construction loan, a letter of loan approval from the Builder's lender shall be required.
8. Commencement (excavation) of the home by the Builder shall not occur until the HBA has received the Builder Agreement, \$5,500 Entry Fee, Proof of Insurance and Financial Stability Letter. Should commencement occur, the Developer will be fined \$1,500.
9. Builder agrees to construct a home in _____ development on lot number _____ (address) _____ that is constructed with quality workmanship and in accordance with all recognized codes, ordinances and restrictive covenants. The Association reserves the right to inspect homes at any time.
10. Builder agrees to submit a set of plans to the Association and Developer for review and approval or disapproval **BEFORE** construction may begin. Said plans are reviewed for the purpose of assuring continuity and compatibility of houses in the Show.
11. All homes must have outside site work such as sod and landscaping completed by 8AM July 7th, 2020. Minimum requirements include sod on front, side and

rear yards. If a home does not have sod by 8AM July 7th, 2020, the home will receive a Zero (0) in the landscaping category of judging. Sod will be allowed to be installed with completion to occur by 5pm that same day. In the event that sod has not been installed by 5pm, the home will be removed from the HomeShowExpo and will be fenced off for the remainder of the HomeShowExpo. No signage of any kind will be allowed on this property during the pendency of the Show once the area is fenced off.

12. All home interiors and exteriors must be completed and ready by 8AM, July 7th, 2020. Completed and ready shall refer to complete finish within and outside the home. At a minimum, the kitchen, living room or family room, master bedroom and dining room must be furnished and decorated. Finished Lower Level is preferred but is not required. If a home is not completed, furnished and ready for showing by 8AM July 7th, 2020, the home shall be fenced off and closed to the public during the Show. No signage of any kind will be allowed on this property during the pendency of the Show once the area is fenced off.
13. Neither the Builder, Builder's employees, nor Trades or Vendors of the Builder shall be in the home after 8am on July 7th, 2020 and cannot re-enter the home until being notified by a member of the Association staff or the HomeShowExpo committee that judging has been complete.
14. Homes shall not be occupied until after closing of the Show. If the home is sold prior to the closing of the Show, owner may not have possession/occupancy to the home until after the closing of the Show. Home owners will not have access to the homes or the street during the Show.
15. Builder agrees to sell the subject home(s) for the price(s) at which Builder lists the home(s) for sale for the period of three (3) months following the close of the Show. The list price(s) provided by the Builder shall be advertised to the public on the real estate platform of choice for those three (3) months.
16. If for whatever reason, the Builder is removed from the Association before the Show, the home will not be in the HomeShowExpo. The home shall be fenced off and closed to the public during the Show. No signage of any kind will be allowed on this property during the pendency of the Show once the area is fenced off.
17. Builder must furnish the Association a key to the house on Tuesday July 7th, 2020.
18. All signs not in accordance with Association regulations or provided by the Association shall be removed from the house and lot. There will ONLY be a Builder sign, a realtor sign and a landscaper's sign allowed in each yard. This signage shall be professionally manufactured and will be subject to approval by the Committee.

19. Builder agrees to exhibit under and comply with the rules and regulations of this event and any other regulations that subsequently may be adopted by the Committee and/or the Association.
20. Builder is encouraged to publicly recognize all Association-member sub-contractors, suppliers, and others who have participated in the construction of the home and to contract with members of the Association wherever possible. Only Association members may be listed in the official event program or market in the home.
21. A front light will remain on at the home each night during the Show for security reasons.
22. No demonstrations or exhibits of any kind will be allowed in the home or garage, except those authorized by the Association. Builder is encouraged to display information about their own homes or developments in the garages as authorized by the Association and to distribute Builder's literature. Association members who supplied products in the home are allowed to place ONE sign, which is FOUR SQUARE FEET OR LESS in the garages. They may also place cards or small signs to identify their products in the home.
23. No food, drink (alcoholic or other) or refreshments may be sold, given away or served by anyone other than those authorized by the Association as concession booths.
24. No after-hour parties on the show site will be held after 12:00 Midnight.
25. Prizes, drawings and giveaways must be of a nature related to housing and must be approved by the Association.
26. Homes, yards and driveways must be cleaned daily prior to the show and maintained in a neat, clean and orderly fashion. This includes the area of the street in front of Builder's home. All water sprinklers must be turned off one hour before the opening of the Show and remain off until one hour after the daily close of the Show.
27. ONLY Service cars and trucks will be permitted inside the Show area during non-show hours and all vehicles must be removed at least two hours prior to opening of the Show each day. The only exception will be in the case of emergencies. A \$50 fine per incident will be issued to Builders who fail to meet this requirement. The fine will be paid with a personal check to the HBA PAC Fund.
28. Builder/Agent must have the home open and ready for showing 30 minutes prior to the Show opening each day. Homes will be kept open and staffed by adequate personnel provided by Builder until 15 minutes past published closing time each day of the Show. The Association reserves the right to open homes for public viewing at the scheduled time if the Builder or representative is not present to open the home at the stated opening time. A \$50 fine per incident will be issued

to Builders who fail to meet this requirement. The fine will be paid with a personal check to the HBA PAC fund.

29. Builder agrees to the Association conducting a product show on the site during the show, should the Association so choose.

ASSOCIATION REPRESENTS AND AGREES TO PROVIDE AT ITS EXPENSE AS FOLLOWS:

1. Security during all non-show night hours starting at least one (1) day prior to show opening and continuing every day of the show thereafter until the final close of the Show.
2. Signs for homes located in the yards depicting entry number
3. Adequate directional signage to the Show or Parking Area
4. Banners, flags, roping for yards and other decorative display items as deemed necessary by the Association.
5. Restroom facilities during the show.
6. Other necessary services, products, etc. necessary to carry out the Show.
7. The Committee shall have the right to decide all questions concerning the general conduct and the day-to-day operation of the show.

INSURANCE

The Association will carry a \$1,000,000 liability insurance policy to protect its interest for any occurrence in or at the Show, but shall be held harmless by Builder for damages resulting from any occurrence on a Builder's property in the show.

DATES AND TIMES OF THE SHOW

HomeShowExpo is set to occur over Three (3) weekends in July 2020. Membership Night will be held on Friday, July 10th, 2020. If conditions beyond the Association's or Developers control compel changes in dates or times Builder hereby agrees to such changes without recourse against the Association or Developer. Builder will be notified of such changes as soon as possible.

Builder agrees to make Builder's house available for seven (7) days after the anticipated closing date of the show, in the event the show must be extended to make up for rain days, etc. Extension of the show dates shall be at the sole discretion of the Committee and the Home Builders Association of Greater Des Moines.

Tentative Show hours will be 4:00 p.m. to 9:00 p.m. Thursday's July 16 & 23, 1:00 p.m. to 9:00 p.m. Friday's July 17 & 24, 10:00 a.m. to 9:00 p.m., Saturday's in July

11, 18, 25, 10:00 a.m. to 8:00 p.m. Sunday's July 12 & 19 , and 10:00 a.m. to 6:00 p.m., Sunday July 26 . These hours are subject to change and additional hours may be approved by the Association. Builder will be notified of such changes in advance.

LITIGATION

It is understood that if any party herein defaults in any part of the covenants and agreements contained herein, that the Parties will determine the outcome through arbitration and both Parties will be responsible for their own costs and expenses (except the cost of the arbitrators shall be shared equally. Should the Association or Developer prevail in said arbitration, it shall be entitled to reasonable attorney fees associated with enforcing this Agreement and also for the costs of the arbitration.

MISCELLANEOUS

It is expressly agreed and understood that Association enters into this Agreement for the sole purpose of showing the homes built on the lots for the HomeShowExpo 2020. It is further agreed and understood that Builder shall hold the Association and Developer harmless should Association have to cancel HomeShowExpo 2020.

GOVERNING LAW

This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the internal laws of the State of Iowa.

INTEGRATION

This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended to, or will, create any rights to any party other than a party that is a signatory hereto.

CUMULATIVE RIGHTS

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies.

JUDICIAL INTERPRETATION

Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party.

NON-CIRCUMVENTION

Each of the parties acknowledge and agree that it will not take any action or engage in a transaction with the purpose or intent of doing indirectly anything that could not be done directly in accordance with the terms of this Agreement or otherwise circumventing the terms of this Agreement.

SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the parties agree that the court or arbitrator, as applicable, shall modify such term to make it enforceable to the maximum extent possible. If the term cannot be modified, the parties agree that the term shall be severed and all other terms of this Agreement shall remain in effect.

HEIRS, SUCCESSORS AND ASSIGNS

Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and permitted assigns.

COUNTERPARTS

This Agreement may be executed in any number of counterparts hereof, and by the parties hereto on separate counterparts hereof, and all such counterparts shall together constitute one and the same agreement. Counterparts of the signature pages hereto signed and delivered to other parties hereto via facsimile shall for all purposes be deemed to constitute the delivery of an originally executed counterpart hereof.

HOLD HARMLESS & RELEASE

Builder agrees to release and waive any claim it might have against Association or Developer and agrees to defend, indemnify and hold Association and Developer harmless from any and all claims, demands, liabilities, obligations, loss, penalties, fines, costs, damages and expenses (including settlement costs, attorney fees and professional fees) arising out of, or in any way related to, the showing, display, advertising, securing, or in any other manner use of the House or allowing members of the general public to examine the home. Such hold harmless, release and waiver shall extend to the loss of any item contained in the home or the damage to or destruction of any portion of the properties, grounds or premises.

The foregoing conditions and agreements are in the best interest of the Builder, the HomeShowExpo, the Developer and the Association. By affixing your signature hereto, the Builder and the Association agree to all of the above regulations, terms and conditions.

Builder Firm _____

Builder or Representative (Please Print) _____

Signature _____

Date _____

Address _____

Office Phone _____ Cell Phone _____

Email _____

Builder Representative

(Person to receive ALL correspondence regarding the show including but not limited to: HomeShowExpo Committee Meetings, program proofing, important dates/deadlines, request for information and any other information as deemed necessary by the Association.)

Name _____

Office Number and Extension (if applicable) _____

Cell Phone Number _____

Email _____

Home Builders Association of Greater Des Moines

6751 Corporate Drive
Johnston, IA 50131

By _____

Name (Please Print) _____

Date _____

Title _____

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