

**Rochester Area Builders
2022 Fall Showcase of Homes
Homeowner Agreement**

Quick Reference

Show Dates/Times: September 17-18, September 24-25
11:00 AM – 5:00 PM

Contact: Elizabeth Sullivan-Burton, elizabeth@rochesterareabuilders.com / (507) 282-7698

Dear Homeowner:

On behalf of the Rochester Area Builders, we would like to thank you for agreeing to display your home in the 2022 Fall Showcase of Homes. This event represents a tremendous investment of time and talent by the association to publish the Showcase program and to promote the event. It also requires a great deal of dollar investment for the builder, not just for the entry fee, but for the planning, staffing, and merchandising of your home during the event. For many builders, it may be the most significant effort for the entire year. The end result is to present your newly constructed home and your builder at their very best throughout the two weekends of the show. We sincerely appreciate your participation.

2022 Showcase of Homes Committee

Street Address: _____

City: _____ State: _____ ZIP: _____

The undersigned Homeowner agrees to:

- Vacate the home and make it available during the entire two weekend event and allow for any necessary time for the builder to set-up before and clean-up afterwards.
- Make every effort to present the home at its best during both weekends.
- Remove and store valuable items for the duration of the Showcase.
- Allow photographs of the home to be used for publicity by the Rochester Area Builders, Inc. and/or the builder.
- Allow for the display of additional signage in the home during the event.

The undersigned Builder agrees to:

- Maintain adequate staffing throughout the event's duration to ensure homeowner's security.
- Make every effort to protect homeowner's property by sectioning off areas, protecting carpet, landscaping, etc.
- Maintain liability insurance on the property during the entire show. A certificate of liability insurance will be kept on file at the offices of the Rochester Area Builders.
- Allow no pictures to be taken by people touring the project.
- Maintain the customer's privacy by not using their name in the marketing for the event.

Homeowner's Printed Full Name: _____

Signature: _____ Date: _____

Builder's Printed Full Name: _____

Signature: _____ Date: _____

Rochester Area Builders
2022 Fall Showcase of Homes
Homeowner Waiver & Indemnification Agreement

You, as a homeowner permitting your house to be exhibited during the 2022 Fall Showcase of Homes (the "Homeowner") conducted by Rochester Area Builders, Inc. ("RAB"), must complete and sign this form prior to your involvement in RAB's **2022 Fall Showcase of Homes** event (the "Event"). If you fail to do so, you will not be allowed to participate in the Event.

By voluntarily participating in the Event, you hereby agree that RAB is not responsible for personal injury, property damage or any other loss, claim or damage related to or arising out of, in whole or in part, the acts or omissions of any person that is part of your organization, including your employees, agents, and representatives, or any third party or person that is engaged or invited by you in connection with the Event or otherwise occurs at the site which you are sponsoring for the Event. You further agree to keep in full force and effect during the Event comprehensive liability insurance covering all of your acts and your employees, agents, and representatives in a single limit amount of not less than Two Million and 00/100 (\$2,000,000.00) Dollars for personal injury or death, and no less than One Million and 00/100 (\$1,000,000.00) Dollars for property damage and fire liability.

You hereby release and forever discharges RAB, its other members, volunteers, employees, representatives, successors, officers, managers, governors and/or agents (each an "Indemnatee") from all claims or liabilities of any kind arising out of your participation in the Event.

You also agree to hold harmless, defend, and indemnify each Indemnatee from any and all claims, suits, or causes of action by others for bodily injury, property damage, or other damages which may arise out of, result from, occur during, or are in any way connected with your participation in the Event, including claims arising from RAB or any other party's negligence.

YOU AGREE THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF MINNESOTA, USA, AND IF ANY PORTION HEREOF IS HELD INVALID, THE BALANCE HEREOF SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT. YOU AGREE THIS AGREEMENT IS TO BE CONSTRUED BROADLY TO PROVIDE A WAIVER, RELEASE, AND INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

IN SIGNING THIS AGREEMENT YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ THE ENTIRE AGREEMENT, UNDERSTAND THE AGREEMENT'S TERMS, AND BY SIGNING BELOW ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS AND HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

Date: _____ Indemnatee: Rochester Area Builders, Inc.

Printed Name of Indemnitor: _____

Signature of Indemnitor: _____