PRO TOUR RULES AND REGULATIONS

Application/Contract

This application form constitutes merely an offer to enter into a contract with the Professional Remodeling Organization of NE-IA (PRO of NE-IA) for use of designated project(s) at the PRO Remodeled Home Tour. The completion and rendering of this form shall not create a contract until such time as the application has been formally accepted by Tour management.

Home Tour management expressly reserves the right to reject any application and return any payment accompanying such application for any reason or for no reason whatsoever.

Any application which is accepted by Tour management shall upon acceptance become a binding agreement between the Professional Remodeling Organization of NE-IA (PRO of NE-IA) and the entrant.

Liability & Insurance

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. Professional Remodeling Organization of NE-IA (PRO of NE-IA) will not be responsible for or guarantee to Entrant the safety of project entry property or materials against fire, accident, theft, or any personal property loss or injury whatsoever.

It is agreed that Entrant shall assume all liability for damage to project location caused by his/her/its entry and shall indemnify Professional Remodeling Organization of NE-IA (PRO of NE-IA) from and against any liability that might ensue by reason of his/her/its entry or presence in the Tour.

Each Entrant shall carry comprehensive general liability coverage including, but not limited to, premises, operations, and contractual liability of no less than $500,000 for each occurrence, together with statutory worker's compensation insurance, if applicable, with a limit of no less than $100,000. Certificates of insurance shall be furnished to Tour management no later than December 1.

Assignment and Use by Others – No Entrant may assign his/her/its agreement for project entry or permit any other person to use any part of such project area.

Force Majeure – In the event the location entered in the Tour by the Entrant is unavailable whether for the entire event or a portion of the event as a result of fire, flood, tempest or any other such cause or as a result of governmental intervention, malicious damage, acts of war, strike, lock-out, labor dispute, riot, or any other cause or agency over which the Tour has no control, or should the Tour decide that because of any such cause it is necessary to cancel, postpone, or re-site the Tour, or reduce the installation time, Tour time, or move-out time, the Tour shall not be liable to indemnify or reimburse the Entrant in respect to any damage or loss, direct or indirect, as a result thereof.

Competitive Exhibits – In order to create a harmonious and attractive atmosphere for patrons of the Tour, Entrants shall not distribute anywhere within the Tour premises or display materials at their respective locations that mention by name any competitor who is also an Entrant in the Tour. Professional Remodeling Organization of NE-IA (PRO of NE-IA) shall have the right to enforce this rule by physically removing any materials or displays that violate this rule from the entry grounds. Professional Remodeling Organization of NE-IA (PRO of NE-IA) shall have no liability to any Entrant or to any other party for any lost or damaged materials so removed.

Staffing Entry – Each company is responsible for the selling of tour tickets at its entry. Each company is responsible for having 2 staff members present at its entry 15 minutes prior to Tour opening and during all Tour hours.

Project Signage – It is the responsibility of the Entrant to research regulations regarding signage in the communities in which the project 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.