

Homes by Architects Tour

In-Person Tour Architect Agreement

The undersigned architect must be a current AIA Minnesota member in good standing and agree to abide by all of the following rules and regulations:

1. The Home/Residence

- 1.1** The firm submitting the home is the firm of record and the architect submitting is a registered architect, lead designer of the home, and a current AIA Minnesota member.
- 1.2** The architect is responsible for completion of the residence prior to the tour.
- 1.3** A Certificate of Occupancy (COO) is required for all new construction projects. The architect will notify AIA Minnesota immediately if a COO is not yet issued as of August 15, 2023. AIA Minnesota reserves the right to refuse ticketholders entry to a project if a COO is not furnished by tour weekend and public safety is considered to be at risk.
- 1.4** The home must be owner occupied. No home on the tour can be for sale before or during the tour. Absolutely no soliciting of home buyers is allowed before or during the tour.
- 1.5** The final decision on the inclusion of a residence in the tour will be made by AIA Minnesota staff. The participation fee payment will be collected after final home selections have been made.

2. Changes/Cancellation

- 2.1** Subject to AIA Minnesota approval and payment of a \$250 program change fee, the architect may change the originally submitted home to a different home. Requests for changes will be accepted until May 31, 2023. No changes will be allowed after this date.
- 2.2** If the architect withdraws a home from the tour for any reason (including non-completion or lack of certificate of occupancy) prior to May 31, 2023, a refund of 60% of the fee will be issued; prior to June 15, 2023, a refund of 40% of the fee will be issued. All withdrawals must be submitted in writing immediately to AIA Minnesota. After June 15, 2023, the entry fee is non-refundable and must be paid in full. Participation fees may not be transferred to a future tour in the event a home is withdrawn from the tour.

3. The Program Guide / Advertising

- 3.1** The architect must submit any changes to the home profile (including maps, photos, logos or information relating to the project, the architect, the firm or special transportation arrangements) to AIA Minnesota by July 3, 2023. A final proof showing all relevant project information will be given to the architect by July 25. If the proof is not subsequently approved by the architect, any errors in the printed program guide will be the architect's sole responsibility.
- 3.2** If errors or omissions occur in the program guide after the final proof has been approved by the architect (including maps, photos, logos or information relating to the project, the architect, the firm, or special transportation arrangements), AIA Minnesota will make every effort to correct them wherever possible.

In-Person Tour Architect Agreement, continued

4. During the Tour

- 4.1** The home will be open to the public for viewing during all hours of the tour: September 23, 2023, from 10:00 am to 5:00 pm and September 24, 2023 from 10:00 am to 5:00 pm.
- 4.2** The architect will adequately staff the residence during all hours of the tour and will be present during tour hours to speak with attendees.
- 4.3** All municipal, county, and MN D.O.T. ordinance rules related to signage, parking and transportation will be followed. If transportation to/from the site is required, the architect is responsible for making all necessary arrangements and informing AIA Minnesota of those arrangements by July 25, 2023.
- 4.4** No third-party advertising is permitted at the residence, with the exception of paid and approved event sponsors. Any companies exhibiting without prior approval will be asked to either pay the appropriate sponsorship fees or will be expected to remove all signage and leave the residence immediately. Failure to comply with sponsorship registration requirements shall result in an additional \$1,000 fee payable by the architect.
- 4.5** All signage will be removed by 10:00 pm on Sunday September 24, 2023.
- 4.6** Architect agrees to comply with any and all regulations and requirements set forth by AIA Minnesota to ensure the health and safety of ticket holders, clients, volunteers, staff, and architects.

5. Insurance

- 5.1** The Architect will submit to AIA Minnesota a Certificate of Liability Insurance containing commercial general liability insurance coverage of at least \$1,000,000 per occurrence, valid from September 23-September 24, 2023.
 - 5.1.1** Said Certificate of Liability Insurance will name as an additional insured **AIA Minnesota, 105 5th Avenue South, Suite 485, Minneapolis, MN 55401.**
 - 5.1.2** Said certificate will contain worker's compensation insurance coverage on the architect, the architect's employees and volunteers.
 - Check the box if the following applies:*
Pursuant to Minnesota Workers Compensation Law, the architect is a Sole Proprietorship, a Small Partnership, or a Closely Held Corporation and the architect chooses not to purchase worker's compensation insurance. The required worker's compensation waiver agreement is signed and enclosed (contact AIA Minnesota for waiver).
- 5.2** The Architect agrees to indemnify and hold AIA Minnesota harmless against any claims that arise out of the Architect's participation in the Homes by Architects Tour, including claims for personal injury or property damage, unless the claim arises out of AIA Minnesota's gross negligence, recklessness or willful misconduct. The Architect's indemnification obligation includes payment of AIA Minnesota's reasonable attorney fees as they are incurred and payment of any sums AIA Minnesota becomes obligated to pay a claimant.

I wish to enter the 2023 Homes by Architects Tour and agree to abide by all of the rules and regulations listed in this agreement. I understand that failure to comply with any of the rules or guidelines in this document may result in a denial of participation privileges for the 2024 tour. In the event of any dispute or contest relating to any part of the tour rules, regulations, or guidelines, the final decision will be made solely by AIA Minnesota.

Architect Signature

Date