



## NATION'S NEXT TOP MODEL HOME™ HOST COMMUNITY RULES & ELIGIBILITY REQUIREMENTS

Each applicant must sign below acknowledging that it has read, understands and will comply with all of the following eligibility requirements (the “**Eligibility Requirements**”) of “The Nations Next Top Model Home™” competition for 2010 (the “**Competition**”) in order to proceed with the application process whereby Kamy Properties, LLC (the “**Producer**”) will select the host real estate development community for the Competition (the “**Host Community**”):

1. **Qualification Requirements.** An applicant will be eligible to participate in the Host Community selection process so long as the applicant is *not* one of the following, each of which is disqualified from participation:

- a. Any employee, officer, director or agent of the Producer and any of his, her or its respective affiliates, subsidiaries, divisions, parent corporations, joint venture partners or, as applicable, members of his or her immediate family (including, any spouse, ex-spouse, mother, father, sister, brother, daughter or son, step-parent, step-child, step-sibling, regardless of where such individual resides) and any members of the same household of such individual (whether related to the individual or not);
- b. Any party performing Competition advertising or promotional services or any judging agencies, Competition broadcasters or distributors;
- c. Any party associated with the production, administration and/or exhibition of the Competition and/or any of such company’s respective licensees, assigns, parents, affiliates and subsidiary companies, divisions and joint ventures; or
- d. Any applicant closely acquainted with any person connected with the production or administration or exhibition of the Competition if, in the Producer’s sole discretion, the Producer determines that such person’s participation could create the appearance of impropriety.

2. **Application Submission and Fee.** Applicants must submit an application entry form and material requirements as outlined on application entry form, as well as a nonrefundable application fee of \$250.00, to Producer’s offices at 7032 Wrightsville Avenue, Suite 201, Wilmington, NC 28403, by the application deadline. The nonrefundable application fee may be paid only by check, made payable to Kamy Properties, LLC. Applications submitted without an application fee and applications submitted after the deadline will be disqualified.

3. **Selection Process.** From the initial group of applicants, the Producer will select a pre-determined number of Semi-Finalists. After additional evaluation of the Semi-Finalists, the Producer will select a pre-determined number of Finalists. From the Finalists, one applicant will be selected as the Host Community. The Producer’s staff and any consultants it chooses to engage in connection with the Competition will evaluate each application on a number of factors, including, but not limited to, applicant’s location, the applicant’s financial condition, the model home availability on the applicant’s premises, onsite inspection of the community, condition of applicant’s premises and any other factors that the Producer in its sole discretion deems relevant. By submitting an application to the Producer, each applicant agrees and consents that if requested

by the Producer, such applicant will: (1) submit additional model home photographs for evaluation; (2) participate in one or more telephone interviews; and (3) provide additional videotape of its community.

4. Application Materials. All applications, and all materials submitted in connection with each application, including the initial submission of materials and any supplemental submissions of materials requested by the Producer (collectively, the “**Materials**”), will be retained by the Producer and will become the property of the Producer. The Producer shall have the sole and exclusive right to use the Materials in any manner in perpetuity.

5. Release. Each applicant shall execute and submit a release, the form of which will be presented to the applicant (a “**Release**”), giving the Producer full rights in the Materials and releasing the Producer from any and all liability in connection with the Competition. The Release shall have give the Producer the sole and exclusive right to use the Materials supplied by the Applicant in any manner in perpetuity.

6. Confidentiality. Each applicant acknowledges and agrees that all information and materials received from the Producer regarding all aspects of the Competition are confidential and proprietary (the “**Confidential Information**”) and are the sole property of the Producer. Each applicant agrees that it shall not disclose any Confidential Information or use any Confidential Information for its own benefit or for the benefit of any other person or entity. Each applicant shall take all steps necessary to ensure that its employees and other representatives maintain the confidentiality of the Confidential Information.

7. Semi-Finalists.

- a. The number of Semi-Finalists will be determined by the Producer after all applications have been submitted. Each applicant agrees that if it is chosen as a Semi-Finalist, it will meet all commitments required of Semi-Finalists, as set forth below.
- b. Each Semi-Finalist shall agree to participate in an onsite community evaluation by the Producer (the “**Site Visit**”), to be scheduled between January 2010 and March 2010. Each Semi-Finalist shall reimburse the Producer for all travel expenses that the Producer incurs in conducting the onsite evaluation, including, but not limited to, round-trip economy air fare between Wilmington, North Carolina and the Semi-Finalist’s location, lodging and transportation expenses.
- c. At least 15 days before the Site Visit, each Semi-Finalist shall furnish to the Producer verification from its bank that its accounts are currently in good standing and take all steps necessary to permit the Producer to obtain a credit check of the Semi-Finalist.
- d. At least 15 days before the Site Visit, each Semi-Finalist shall take all steps necessary to permit the Producer to conduct civil, criminal, financial and any other type of background check deemed necessary by the Producer. In its sole discretion, the Producer reserves the right to disqualify any Semi-Finalist from further consideration based on the results of any such background check.
- e. Any Semi-Finalist that does not meet the requirements set forth above may be disqualified from participation in the Competition.

8. Host Community.

- a. Each applicant agrees that if it is chosen as the Host Community, it will meet all commitments required of the Host Community, as set forth below.
- b. The Host Community shall sign a Confidentiality Agreement in the form to be presented by Producer. The Host Community and its affiliated staff shall maintain the confidentiality of the Confidential Information and shall not, directly or indirectly, disclose any Confidential Information, except as necessary to comply with Host Community's obligations under this Agreement. The Host Community shall not use any Confidential Information for its own benefit or for the benefit of any other person or entity. The Host Community shall take all steps necessary to ensure that its employees and other representatives maintain the obligations of this Section 8.b, and each shall be liable for any breach of such obligations by its respective employees and other representatives. The covenants in this Section 8.b shall not apply to Confidential Information that becomes publicly available through no fault of The Host Community or that must be disclosed in connection with any legal proceeding or law; provided, however, that The Host Community, as applicable, shall notify the other Parties in writing of such required disclosure as much in advance as practicable and shall cooperate to limit the scope of such disclosure as much as possible.
- c. The Host Community shall make available for use in the Competition at minimum five fully-constructed model homes (townhomes/villas) on its premises.
- d. The Host Community shall provide each designer with any necessary access to electricity and water hook-ups for the model home assigned to such designer.
- e. The Host Community shall provide each designer with (i) full access to such designer's model home during the Host Community's ordinary office business hours and (ii) reasonable access outside of ordinary office business hours as requested by a designer.
- f. The Host Community shall provide fully furnished accommodations for each designer throughout the duration of the Competition. Accommodations may be located on the premises of the Competition or an equivalent location reasonably satisfactory to the Producer. The Host Community acknowledges that any such accommodations will be featured in the Producer's programming for the Competition.
- g. The Host Community agrees that it will not appear on any other online home design competition programming or participate in any other model home promotion or contest during the term of the Competition and for a period of 6 months after the conclusion of the Competition.
- h. At the Producer's sole election, the Host Community agrees to: (i) appear as a host, co-host or contributor in connection with any programming related to the Competition, regardless of the media, prepared by the Producer and (ii) appear at Competition venues or events.
- i. The Host Community shall grant the Producers and designers a perpetual, royalty-free, non-exclusive, world-wide license to use the Host Community's name and any trademarks, logos or other related intellectual property rights owned by the Host Community for purposes arising from or associated with the Competition, including but not limited to use in Competition programming or

merchandising or other ancillary media, in accordance with such terms and conditions as shall be determined by Producer in its sole discretion..

- j. The Host Community shall grant the Producer and designers permission to use any photographs or other images or audio or video clips depicting the model homes used in the Competition in any current and future advertising and promotion campaigns.
- k. The Host Community shall appoint a representative who will be its point person in interactions with the Producer (the “**Host Community Representative**”). The compensation of the Host Community Representative will be the sole responsibility of the Host Community. During the Competition, the Host Community Representative will be available during ordinary business hours to provide the Producer with any assistance or other aid in connection with fulfilling the Producer’s Competition obligations and to assist designers with questions or other matters related to the model homes provided for the Competition. In addition, the Host Community Representative will:
  - i. Submit responses to prompts and questions provided from time to time by the Producer for publication on the Website created for the Competition (the “**Competition Website**”);
  - ii. Include on the Competition Website certain information, advertisements and any necessary hyperlinks to the Competition Website and to sponsor or designer websites; and
  - iii. Participate in video interviews, as requested by the Producer.
- l. The Host Community shall sponsor, shall require its representatives to attend, and shall pay all expenses related to, specific Competition events, including:
  - i. A Contest Premiere Event, on a date to be determined by the Producer, from 7:00 p.m. to 10:00 p.m. local time at the sales office located on the Host Community’s premises or an equivalent location reasonably satisfactory to the Producer.
  - ii. A Contest Reveal Event, on a date to be determined by the Producer from 7:00 p.m. to 10:00 p.m. local time at the sales center located on the Host Community’s premises or an equivalent location reasonably satisfactory to the Producer.
  - iii. A Contest Finale Event, on a date to be determined by the Producer from 7:00 p.m. to 10:00 p.m. local time at the sales center located on the Host Community’s premises or an equivalent location reasonably satisfactory to the Producer.
- m. When the Competition begins, the Host Community shall remit to each Designer on the date of the Contest Premiere Event a sum to be determined by the Producer prior to the commencement of the Competition, not to exceed \$10,000. (the “**Designer Stipend**”) for use in decorating the model home assigned to such designer. The Host Community acknowledges that each designer is permitted to spend no more than a sum to be determined by the Producer prior to the commencement of the Competition, not to exceed \$20,000 on such designer’s model home in connection with the Competition (the “**Limitation Amount**”).

- n. The Host Community shall pay a prize of \$25,000 (the “**Contest Prize**”), in cash or by check, immediately upon the Producer’s announcement of the winner of the Competition, as directed by the Producer.
- o. The Host Community shall offer and fund a promotional designer consulting package as a purchase incentive for all homes in the Host Community sold during the course of the Competition (the “**Incentive Package**”). The Incentive Package will permit buyers to choose a participating contest designer to provide design consultation services for a purchased home for a predetermined number of hours at a predetermined hourly rate mutually agreeable to the Host Community and the designer providing the services. The Host Community agrees to pay the designer at the designer’s pre-determined hourly rate for the design services.
- p. For the duration of the Competition, the Host Community shall maintain property and casualty insurance and general commercial liability policy insurance on the model homes used in the Competition, with coverage amounts satisfactory to the Producer in its sole discretion.
- q. Following the Contest Reveal Event, the Host Community shall provide the public with reasonable access to the model homes for a period of 30 days, including a reasonable amount of time on weekend days, for purposes of participating in the Competition.
- r. The Host Community shall undertake any other activities related to the promotion or marketing of the Competition or any advertising related thereto, as reasonably requested by Producer.

9. Producer Decisions. Each applicant acknowledges and agrees that the Producer reserves the right, at its sole discretion: (a) to disqualify an applicant at any time, (b) to modify these Eligibility Requirements or any other aspect of the Competition as it deems necessary and (c) to cancel the production and development of the Competition or any programming contemplated hereunder.

ACKNOWLEDGED AND AGREED:

Applicant Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_