

Quilts for Sale

Agreement Form 2017

Agreement made on _____, 20_____.
(month) (day) (year)

Between:

Owner: Maria Hrabovsky Phone: 905-279-8394 <i>Monday to Friday</i> 9 a.m. to 5 p.m. EST/EDT	Website: www.quiltsforsale.ca Email: info@quiltsforsale.ca
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And:

Quilter/Seller's Name: _____

Business Name & Website (if applicable): _____

Street: _____

City/Town: _____ **Province/State:** _____

Postal/Zip Code: _____ **Email Address:** _____

Phone: _____ **Best Times/Days to Be Called:** _____

My signature here confirms that I am 18 years of age or older: _____

Responsibilities:

Quilts for Sale.ca (henceforth referred to as QFS) will:

- display the Quilter/Seller's quilts/quilted items, photos, descriptions, ordering/contact details, and all other necessary information on its website.
- create the Quilter/Seller's web pages as quickly as possible after receiving the signed Agreement Form, insertion fees, required photos, bios, and quilt information. Often, this is done within a few days; occasionally, there is a much longer wait, depending upon how many quilts come in at once.
- add additional quilts and quilted items as quickly as possible after receiving fees, photos and data.
- add those who seek commissioned work to a web page list for advertising purposes.
- add those who provide longarm machine quilting to a web page list for advertising purposes.

All quilt sales, plus work contracted via commissions and longarm quilting ads are also subject to a 20% commission to QFS.

- update all of the above as required.
- **not** replace photos and/or descriptions/quilt names/text after the work has been done, accepted, and has appeared online, except for correcting any possible errors, adding and deleting sales, etc.

If the Quilter/Seller does wish to continue making changes, added fees may apply.

- maintain a professional website to the best of its abilities.
- **not link to Quilter/Seller's websites if the sites sells quilts.**
- **not accept quilts that appear anywhere else on the Internet at the same time as they are displayed on QFS.**

QFS Agreement Form: Date: _____ **Initials:** _____

- not be responsible for any down time that might affect business. (The web host for **QFS** has a record of a 99.9% up time.)
 - not be responsible or liable in any way for dealings between Quilters/Sellers and Buyers, or for sales or the lack of them.
 - not refund insertion fees once the work has been done, whether already uploaded to the website or not.
 - reserve the right to refuse to display any items that do not meet codes of decency and family values, or for any other valid reason. **QFS's** decisions are final.
 - not be responsible for, or become involved in, any disputes, which may arise between quilter/sellers and buyers.
 - not be responsible for sales taxes or labelling requirements for items sold.
 - remove your web pages and refuse to provide our services to you:
 - (a) if you breach this Agreement or
 - (b) if we believe that your actions may cause financial loss or legal liability for you, our users, or us.
 - (c) if it is found that quilts are poorly made and contain imperfections obvious to buyers.
- Note: No refunds will be issued by QFS in these cases.**
- notify you via email when/if any amendments are made.
 - **add you to our Newsletter List** for the purpose of providing news, changes, and updates.
 - **subscribe you to our QFS Blog** to keep you updated on happenings at **QFS**. This subscription is a **requirement**, not an option. Be sure to follow directions to sign in, when received via Feedburner. (**Note:** Feedburner is simply a service used for subscriptions.)
 - email, your username and password for entering your bio and quilt details in our database. You add the information. **QFS** edits it before uploading.
 - provide information on pricing quilts and taking photos.
 - reserve the right to make amendments, should any become necessary. Such amendments may or may not affect current quilter/sellers; they may only apply to new subscribers.

Quilter/Seller will:

- provide required photos from a digital camera via email.
- set the prices for their quilts and/or quilted items, and/or custom orders.
- provide a photo of her/himself to be used on his/her web pages.
- abide by the **QFS** return policy which appears online:

*“If there is a problem with your purchase, notify the Quilt Seller and return the quilt in the same package it was shipped in, within 10 days of receiving it. For a full refund, contact the quilt seller immediately and inform her/him of your intention to return the quilt/quilted item within the 10-day time frame. The Buyer is responsible for shipping and insurance on returned items. No refunds are accepted after the 10-day period. The delivery date will be established though the tracking services provided. Custom/commissioned and longarm work are **not returnable or refundable**. Should there be a problem of any kind, contact the seller immediately.”*
- provide the name of the photographer when photos are taken by professionals, along with a copy of their permission to use the photo. **QFS** will provide a link to their websites if they have one.
- administer all sales to the buyers.
- be responsible for shipping of goods to the buyer **within 5 days of the completion of the sale**. (This means **after** the funds have cleared your bank, where applicable.)
- be responsible for all packing, shipping, **insurance** (required), other handling expenses, and the risk of loss or damage incurred in the delivery of goods. (Shipping, handling, and insurance fees are charged to the buyer and added to the price of the quilt.)
- be responsible for replacing all defective quilts/quilted items, including new shipping and mailing expenses. There will be no refunds by **QFS** when quilts/quilted items must be replaced or are returned.

QFS Agreement Form: Date: _____ **Initials:** _____

- be responsible for making commission payments to **Maria Hrabovsky** (QFS owner) *within one week* of a sale's completion. Checks are the preferred method of payment, but Quilters can also choose PayPal. To send via PayPal, use the email address info@quiltsforsale.ca . **(Please note: Checks made out incorrectly - e.g. to Quilts for Sale instead of to Maria Hrabovsky - will be shredded and a replacement requested.)**
- *remember that any quilt sales or commissions that are procured because of your QFS presence are subject to the same 20% commission as for quilts that appear on Quilts for Sale.*
- *notify QFS immediately* when sales are made so that a SOLD sign can be placed on the quilt or quilted item online.
- *notify QFS immediately* when awaiting a payment. QFS will mark your quilt as “*Sale Pending*”.
- *notify QFS immediately* when quilts are no longer available for any reason.
- provide the buyer with a delivery date for all orders, particularly custom orders.
- **ensure that quilt patterns used are copyright-free, or of their own creation, or provide proof of permission from the designer/book/magazine/pattern/publisher, etc. and send a copy of the permission to QFS/Maria via email.** (*You will be provided with a list indicating where permissions are unnecessary.*)

- If a copyright infringement issue should arise, the quilt/quilted item will be automatically removed from the website until the issue is satisfactorily resolved in the seller's favour. There will be no refund by QFS for the resolution time required.

- **When requesting permission make note of the fact that Quilts for Sale provides credits for the designs and links to the appropriate websites.**

- ***Note: Changing a few things on one of the above-mentioned patterns does not make it your original!*** - Here is a link to information about **copyright laws**.

www.craftsandcopyrights.com/faq.html

- guarantee that the descriptions of their quilts/quilted items are true and accurate.
- guarantee that the quilts and/or quilted items offered for sale are of their own making or are wholly owned by the seller with no encumbrance by the maker.
- guarantee that they are legally able to sell the item(s) they list for sale on the QFS website.
- be solely responsible for charging, collecting, and remitting any Province, State, or Federal taxes applicable on the sale of their quilts/quilted items. It is the responsibility of the Seller to determine if any taxes are collectable and payable.
- be responsible for meeting any textile labeling requirements set out by their Province or State, and Country.
- agree to indemnify and hold QFS harmless from any claim or demand made by any third party due to, or arising out of, your breach of this Agreement, or of any law or the rights of a third party. (This refers to any claim or demand arising out of a breach of agreement or misunderstanding, for example, between the quilt seller and the customer. QFS only provides the venue for sales. It has no control over prices, shipping, and arrangements between the quilt seller and the customer and therefore cannot be held responsible.)
- **agree not to sell the quilts submitted to QFS on any other website for the duration. Commission fees only apply when the sale is connected to quilt(s) **having been seen** on the Quilts for Sale website, even when sold personally.**

Termination of Agreement

QFS Agreement Form: Date: _____ Initials: _____

Sellers are free to terminate their agreement with QFS at any time. Notice must be given.

- Any commission or fees owing are to be paid within one week of termination.
- Fees paid for insertion of web pages and items are not refundable.
- **QFS** will give notice immediately should the time come that this service can no longer be offered. No refunds will apply at that time.

Warranties

Quilters/Sellers warrant to Quilts for Sale/Maria Hrabovsky that they are the creator or the sole owner of the new items they are selling and that no third party has any claim against the property. In the case of used and antique quilts, that they are the sole owner of the items being sold and that no third party has any claim against the items. They must also warrant that they have full power to make and sign this agreement.

Relationship of Parties

Quilts for Sale.ca/Maria Hrabovsky and Quilter/Sellers are independent contractors, and nothing in this agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

Resolution of Disputes

In the event a dispute arises between yourself and a customer, you agree to resolve said dispute without the involvement of Quilts for Sale/Maria Hrabovsky. All disputes, solutions, and resolutions can be reported to Quilts for Sale /Maria Hrabovsky so that there will be a third party record of them, should it ever be required. Buyers will be asked to provide feedback after all sales. This is solely to keep word of mouth and all publicity for the site, positive, thus enhancing sales for quilter/sellers.

Privacy

Quilts for Sale /Maria Hrabovsky will not sell, rent, or share your information (name, address, phone number, email address, or any other information) with third parties for any reason, without your explicit consent. **QFS views protection of your privacy as extremely important.**

General

This agreement shall be governed by the laws of the Province of Ontario, Canada without regard to conflicts of laws provisions.

Site and Percentage Fees (next page)

Listing Fees	Commission Fees
\$10 U.S. or CAD for first item listed.	20% of sale price <i>before</i> adding shipping, handling, insurance, etc.
\$10 U.S. or CAD for each additional item listed at a sale price of \$50 or more.	20% of commissions and quilt sales obtained through the Quilts for Sale site, whether or not the quilt/commission has been listed.

QFS Agreement Form: Date: _____ **Initials:** _____

Listing Fees	Commission Fees
\$5 U.S. or CAD for each additional item listed at a sale price of \$49 or less.	10% of commissions and quilt sales obtained through the Quilts for Sale site for items listed at \$49 or less whether or not the quilt/ commission has been listed.
<i>Fees are to be paid (or mailed) within a week for sales and/or commissions. The necessary postal address will be provided via email. It is omitted here for online safety reasons only and provided only to QFS members.</i>	

Disclaimers:

Quilts for Sale.ca/Maria Hrabovsky are not liable or responsible for:

1. any possible web down time that might affect business.
2. for any dealings between Quilters/Sellers and Buyers.

Signing the following and submitting payment confirms that you have read the entire agreement, agree to it, and accept all of its terms.

Signature: _____

Date: _____

Please Note:

- Page 1 must be filled out completely.
- Pages 1 through 5 must be dated and initialed at the bottom of each page. Your initials indicate that you have read the page.
- Entire agreement must be printed and signed. Scan or take photos of each page and email to info@quiltsforsale.ca as a Word Document, Mac Pages, or PDF format.

Should you wish to call, do so between the hours listed on page 1. If you do not have a good long distance plan for the U.S. and Canada, ask to be called right back so you won't incur charges. Alternately, send an email message providing convenient times and dates to be called, along with your time zone.

Thank you.

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