

Quilts for Sale.ca

Agreement

Agreement made on the _____ day of _____, 20____
 (day) (month) (year)

Between:

Owner: Maria Hrabovsky
Quilts for Sale.ca (a division of Maria Michaels Designs)
 1095 Baldwin Road
 Mississauga Ontario
 Canada L4Y 1J5

Websites: www.quiltsforsale.ca - www.mariamichaelsdesigns.com

Email: info@quiltsforsale.ca

Phone: 905-279-8394 Monday to Friday from 9 a.m. to 5 p.m. EST/EDT

And:

Quilter/Seller's Name: _____

Quilter/Seller's Business Name: _____
 (if applicable)

Street: _____

City/Town: _____

Province/State: _____ **Postal/Zip Code:** _____

Birth Date: _____
 (Requested solely to ensure that quilter/sellers are of legal age - 18 years or older.)

Email Addresses: _____

Phone Number: _____ **Cell:** _____

Responsibilities:

Quilts for Sale.ca will:

- display the Quilter/Seller's quilts/quilted items, photos, descriptions, ordering/contact details, and all other necessary information on its web site.
- create the Quilter/Seller's web pages within 3 weeks of receiving the signed Agreement Form and earlier if possible.
- add additional quilts and quilted items within 3 weeks of receiving the insertion fees.

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

- add those who seek commissioned work to a list of those who accept them.
- update all of the above as required.
- not replace photos and/or descriptions/quilt names/text after the work has been done, accepted, and appeared online except for correcting any possible errors, adding and deleting sales, etc.
If the Quilter/Seller does wish to have these replaced, insertion fees may apply.
- maintain a professional web site to the best of its abilities.
- market the site to search engines and elsewhere and regularly find opportunities to promote it to the best of our abilities.
- create Links and Web Ring pages where applicable, to help advertise and promote Quilts for Sale.ca.
- not necessarily link to Quilter/Seller's websites.
- not be responsible for any down time that might affect business. (The web host for Quilts for Sale.ca 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. Quilts for Sale.ca'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 labeling requirements for items sold.
- remove your pages on our site 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.
- notify you by email or in writing when/if any amendments are made.
- Quilts for Sale reserves 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 (digital where possible), brief bio, a detailed description of each product, prices, sizes in inches, quilt size designation (lap, wall, queen, for example) quilt name, fabric and batting contents, shipping costs, methods of payment, etc., and a list of countries to which s/he is willing to sell (besides to Canada and the U.S.).
- set the prices for their quilts and/or quilted items, and/or custom orders.
- provide a photo of her/himself if desired, while remembering that seller's photos help to sell quilts.
- abide by the QGS return policy which appears online as:
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 ten 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 or commissioned or longarm work is **not returnable**.*
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. We 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.)

- be responsible for all packing, shipping, insurance, other handling expenses, and the risk of loss or damage incurred in the delivery of goods. (This does not mean that shipping, handling, and insurance cannot be charged to the buyer. It is usual to add these costs to the price of the quilts.)
- be responsible for replacing all defective quilts/quilted items, including new shipping and mailing expenses. There will be no refunds by Quilts for Sale.ca when quilts/quilted items must be replaced or are returned.
- be responsible for making commission payments to Maria Hrabovsky (owner of Quilts for Sale) by the last day of each month in which sales have been completed.
- notify us immediately when sales are made so that a SOLD sign can be placed on the quilt or quilted item online.
- notify us 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 Maria via email or postal mail.**

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 Quilts for Sale.ca 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.

Changing a few things on one of the above-mentioned patterns does not make it your original! For copyright basics, please read the information by copyright expert, Sylvia Landman, on her website: <http://sylvias-studio.com/copyright.htm>.

- 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 Quilts for Sale 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 Quilts for Sale 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. Quilts for Sale 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.)

Termination of Agreement

- Sellers are free to terminate their agreement with Quilts for Sale at any time.
- Notice must be given.
- Any commission or fees owing are to be paid within two weeks of termination. ☒
- Fees paid for insertion of web pages and items are not refundable.

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- Quilts for Sale will give notice immediately should the time come that this service can no longer be offered.

Warranties

Quilters/Sellers warrant to Quilts for Sale/Maria Michaels Designs 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 Michaels Designs.com 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. All disputes, solutions, and resolutions can be reported to Quilts for Sale 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 will not sell, rent, or share your information (name, address, phone number, birth date, email address, or any other information) with third parties for any reason, without your explicit consent. **Quilts for Sale 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.

Pricing:

Site and Percentage Fees

Please note:

- **For Canadians, applicable GST must be added to listing fees only.**
- **Checks and international money orders are to be made out to Maria Hrabovsky.**
- **Payments by cheque (check) are preferred.** To pay commissions by credit card via 2CO or PayPal, contact Maria by phone or email. Because work starts as soon as payments are made, listing fees are non-refundable.

Listing Fees	Commission Fees
\$10 U.S. for first item listed .	10% of sale price before adding shipping, handling, insurance, etc.
\$10 U.S. for each additional item listed at a sale price of \$50 or more.	10% of commissions gained through the Quilts for Sale site.
\$5 U.S. for each additional item listed at a sale price of \$49 or less.	To be paid on or before the last day of the month during which sales/commissions occur

Disclaimers:**Quilts for Sale.ca is 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:

- This entire agreement must be printed and mailed to Quilts for Sale. (Printing can be done on both sides of pages.)
- Page 1 must be filled out completely.
- Pages 1 through 4 must be dated and initialed at the bottom of each page.
- Page 5 must be signed and dated. \Reminder: Checks and money orders are to be made out to Maria Hrabovsky.

Thank you.