

Independent Designer Partnership program - Terms and Conditions

This document defines and describes the relationship between Knit Picks and you (“the Designer”).

Introduction

Welcome to the Knit Picks Independent Designer Partnership program! Knit Picks created this program because they think that Knit Picks customers will be interested in patterns by independent designers, and Knit Picks would like to see more patterns available that promote Knit Picks yarns.

Knit Picks has tried to create a fair and equitable program for independent designers. The Designer will receive 100% of the pattern sale price and also retain full rights to his or her designs. Also, there is no exclusivity agreement, so the Designer can still sell his or her pattern on their own website or on Ravelry - this program will be an additional outlet for sales of the pattern.

Photography

Images taken by Knit Picks photographers remain the property of Knit Picks. However, the Designer is granted rights to use these images in any manner, indefinitely, without compensation to Knit Picks or their photographers. Knit Picks retains the right to these images and Designer-provided images for marketing and promotion of the Independent Designer Partnership program and related uses. Knit Picks may use Designer-submitted patterns and images to promote the program and individual patterns but is under no obligation to do so.

The Designer may use Knit Picks photos to promote their pattern wherever he or she would like (such as on their blog, website, or on Ravelry).

Payment

Once the pattern is on our website the Designer will be paid quarterly (January, April, July, October) by direct deposit for US designers and electronic payments for designers outside of the US (including Canada). The Designer will be paid the entire amount purchased pattern - Knit Picks takes no commission or upload fee, although some payment systems charge a fee that the designer will be responsible for. Pattern prices must be \$1.99, \$2.99, \$3.99, \$4.99, \$5.99, \$6.99, or \$7.99; the designer will make the final decision on the pattern price. Designers may change the price of their pattern only after 6 month on the site. If the pattern is featured in the catalog or on other promotions, the designer will not be able to change the price until after the catalog or marketing promotion cycle is over (generally 6 weeks).

We are unable to change the payment schedule or method of payment. Payments are made within 15 days of the end of the quarter.

The Designer will be able to log in on a special section of the Knit Picks website and check the number of patterns sold.

The Designer's pattern will be sold online at www.knitpicks.com and is not being licensed for any other use.

Pattern support

Customer service for patterns in the Independent Designer Partnership program will be provided by the Designer, not by Knit Picks. This will allow the Designer to receive feedback directly from customers who purchased the pattern and provide them with help or corrections. Knit Picks needs a valid email address listed on the pattern and the Designer must check his or her email regularly and respond to customer questions and concerns. The Knit Picks customer service department will direct all questions about the pattern directly to the Designer. If the Designer has pattern errata, Knit Picks will also post it on the knitpicks.com website.

Knit Picks is committed to excellent customer service - if customers complain that they are not receiving timely and helpful responses to their questions about a Designer's patterns, Knit Picks may choose to remove these patterns from our website (after notifying the Designer).

Any returns or refunds will be handled by Knit Picks at the discretion of Knit Picks Customer Service. Any refunds will be counted against the total sales for this pattern.

Pattern protection

All PDFs downloaded by the customer will include a copyright watermark (printed along the bottom of each page) to discourage unauthorized distribution. . This watermark will be at the bottom of each page of the pattern in a 1/2 inch high (30 pixels) box. Please allow an appropriate margin at the bottom of each page.

The Designer indemnifies Knit Picks from liability for all third party claims, including (but not limited to) intellectual property infringement

Termination

If the Designer decides to remove their pattern from the Knit Picks website, Knit Picks needs 30 days notice. Also, the pattern cannot be removed if the Designer was provided with an advance that has not been met yet. If the Designer would like to remove the pattern before the advance is met, the Designer must return the balance of the advance first. Knit Picks can choose to remove a pattern for any reason with no notice. If Knit Picks decides to remove a pattern from the Independent Designers Partnership program, Knit Picks will pay the Designer any payments due to them for sales prior to the removal of the pattern.

Additional Terms

Agency. Knit Picks is in no way an agent for the Designer. Knit Picks cannot contractually bind Designer or in any way act as Designer's legal agent.

The Designer is in no way an agent for Knit Picks. The Designer cannot contractually bind Knit Picks or in any way act as legal agent for Knit Picks.

Limitation of Liability. Knit Picks will not be liable to Designer or third parties for consequential, special or indirect damages arising from sale, use, or display of Designer's work.

The Designer will not be liable to Knit Picks or third parties for consequential, special or indirect damages arising from sale, use, or display of the Designer's work related to the online sales process, including breaches of data security or any issues concerning credit card processing, Knit Picks online shopping cart processes, delivery of PDF files, returns, or refunds.

Intellectual Property. Designer grants Knit Picks a limited right to its trademarks and copyrights for the purpose of marketing and selling the Designer's pattern. At any time and at Designer's discretion, the Designer may revoke this right in part or in whole. Upon termination of this agreement, Knit Picks shall immediately cease the use of Designer's trademarks and copyright.

Knit Picks grants the Designer a limited right to its trademarks and copyrights for the purpose of marketing and selling the Designer's pattern. At any time and at the discretion of Knit Picks, Knit Picks may revoke this right in part or in whole. Upon termination of this agreement, the Designer shall immediately cease the use of Knit Picks trademarks and copyright.

Dispute Resolution. If there is a dispute between the Designer and Knit Picks, the parties shall submit the dispute to arbitration by a mutually selected arbitrator. The arbitration shall be subject to the arbitration rules of the American Arbitration Association. The parties acknowledge that mediation usually helps parties settle a dispute. Therefore, either party may suggest mediation whenever appropriate through the American Arbitration Association or any other mediation process or mediator that the parties mutually agree upon.

Attorney's Fees. If Designer and Knit Picks arbitrate or litigate a dispute, the losing party shall be responsible for payment of reasonable attorney's fees and any arbitration or court costs.

Integration. Terms in this contract supersede any other terms in any other document related to this transaction unless the document is signed by both parties.

Choice of Law. This Agreement is governed by the law of the State of Washington.

Assignment of Rights. The Designer may not assign or delegate any of his or her rights or obligations under this agreement to any person without the prior written consent of Knit Picks, which Knit Picks may withhold in its sole discretion.

Knit Picks may not assign or delegate any of its rights or obligations under this agreement to any person without the prior written consent of the Designer, which the Designer may withhold in its sole discretion.

Relationship Between Parties. The Designer and Knit Picks recognize and agree that the Designer is not an employee of the Knit Picks. None of the benefits provided by Knit Picks to its employees, including but not limited to workers' compensation insurance and unemployment insurance, will be provided by Knit Picks to the Designer or to any employee, agent, or servant of the Designer. The Designer agrees that he or she will file federal and state income tax returns either as a business entity or as part of the Designer's personal income tax returns. The Designer agrees that he or she is not eligible to participate in any benefit plans of Knit Picks under any circumstances, even if the Designer should be found to be an employee of the Company by any governmental agency or court.

Representations and Warranties. The Designer represents and warrants to Knit Picks that there is no employment contract, independent contractor agreement, exclusivity agreement or any other contractual obligation to which the Designer is subject that prevents the Designer from entering into this agreement or from performing fully under this agreement.

I have read, understand, and agree to the Terms and Conditions of the Independent Designer Partnership Program at Knit Picks.

Signature _____

Date _____

Designer Information
(please print)

Full Name (this will be the name payment checks will be made to)

Online Name (if different - this will be the name on the website)

Address

City

State

Zip/Postal Code

Email Address

Phone Number

Pattern Information
(please print)

Pattern Name

Knit Picks Yarn Suggested

Needles/Hooks Suggested

Suggested selling price

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