

WEE FOLK ART, LLC COTTAGE INDUSTRY LICENSE AGREEMENT

As of March 1, 2012

This agreement is set forth between Kim Wise and Michelle Bonney of Wee Folk Art, LLC and (please print)

Name(s) _____

Company (if any) _____

Address _____

Email _____

Web Address (if any) _____

Phone Number _____ Date _____

(Kimara) Kim Wise and Michelle Bonney are the copyright owners and original designers of all Wee Folk Art Patterns. Whereas these works are owned by Kim Wise and Michelle Bonney, they retain all rights to the development and sale of all designs constructed from these patterns and the instructions that are included therein. Kimara and Michelle are hereafter known as LICENSOR or WEE FOLK ART, LLC.

This license can apply to a single individual or up to 2 individuals in business together, defined as individuals selling from one website or one store, under a single business name and sharing equally in the business profits and are hereafter known as LICENSEE.

AGREEMENT

1. LICENSEE must pay an annual fee to Wee Folk Art, LLC for a one year limited license as follows:
Bronze License: \$25.00 for use of 1 specified pattern
Silver License: \$75.00 for use of 5 specified patterns
Gold License: \$125.00 for use of unlimited number of patterns

Agreement can be upgraded throughout the year. Contact us at michelle@weefolkart.com for information.

2. After one year this license will become NULL AND VOID unless a renewal license is purchased.
3. LICENSEE agrees that all products must be sewn in his/her own home without doing any type of commercial production, which includes hiring outside parties to aid in the production of any items produced from Wee Folk Art patterns. Wee Folk Art reserves the rights to commercially produce their own designs.
4. The LICENSEE is an independent contractor and is no way an employee of Wee Folk Art, LLC. Wee Folk Art, LLC is in no way liable for any outcome of a craft project. Wee Folk Art Patterns are provided on its website <http://www.weefolkart.com>. Although every effort is made to insure accuracy of patterns, Wee Folk Art, LLC accepts no responsibility for unintentional mistakes that may occur in patterns or directions.
5. The LICENSOR is not required to provide any kind of assistance to LICENSEE, and makes no promise or guarantee of any kind regarding any specific income or monetary gain derived from the for-profit use of our licensed patterns.
6. This license is not meant to be construed as an outright sale. LICENSEE shall make reasonable effort to safeguard the design and interest of the LICENSOR. Licensee may not sell or otherwise distribute any Wee Folk Art Pattern. Patterns may not be used to teach classes or shared in any manner by the Licensee on-line or off-line.

7. Each product created from the licensed patterns must give credit to Wee Folk Art as designer. If you are selling products on-line, you must include the following text along with the description of each item:

Pattern provided by WeeFolkArt.com or
Pattern designed by WeeFolkArt.com

If selling off line, i.e. at farmers' markets, fairs, shops, etc., you should display signage with the previous text.

Failure to give design credit will revoke your Cottage Industry License without refund.

8. The Wee Folk Art, LLC Cottage Industry License Agreement does not give LICENSEE the right to use photos, images or text from WeeFolkArt.com. These are copyrighted materials and licensee must seek and receive written permission before using any images or written text displayed at any site hosted by or affiliated with Wee Folk Art, LLC. Licensee may not use the name of Wee Folk Art in a misleading way on his/her site or in any other forum. Wee Folk Art is a trademark name of Wee Folk Art, LLC. A Wee Folk Art Cottage Industry License does not mean that the licensee's shop is affiliated with Wee Folk Art and should not be presented that way.

9. This license is non-transferable and non-refundable.

10. The LICENSEE agrees to provide his/her clients with fair and honest service.

11. If LICENSEE violates any of the above terms or engages in any unethical business practice, Wee Folk Art, LLC reserves the right to revoke the license at any time.

12. Wee Folk Art, LLC reserves the right to refuse to sell a license to any person for any reason.

13. Wee Folk Art, LLC reserves the right to change requirements of their Cottage Industry License from time to time. If this occurs, this license will remain valid for the duration of the license, but changes will be made at the time of renewal.

14. With the purchase of this license, Wee Folk Art, LLC will:

Bronze License: include LICENSEE in a list of our licensed Cottage Industry crafters, list the Wee Folk Art craft that the licensee is selling and include a text link to the Licensee's website or online shop.

Silver License: include LICENSEE in a list of our licensed Cottage Industry crafters, list the Wee Folk Art crafts that the licensee is selling, include a text link to the Licensee's website or online shop, display a 125x125px Button link on the Cottage Industry Page, and offer the Licensee the ability to participate in at least one give-away advertisement on the Wee Folk Art blog per year.

Gold License: include LICENSEE in a list of our licensed Cottage Industry crafters, list the Wee Folk Art crafts that the licensee is selling, include a text link to the Licensee's website or online shop, display a 300x250px Button link on the Cottage Industry Page, offer the Licensee the ability to participate in at least one give-away advertisement on the Wee Folk Art blog per year, and provide a 15% discount off all crafting supplies with an order of \$100.00 or more in the Wee Folk Art Market Place (when open).

I agree to all the requirements as listed above.

I wish to purchase (check one):

___ Bronze License (list 1 design/pattern)

___ Silver License (list up to 5 designs/patterns)

___ Gold License (do not need to list designs/patterns - all are available for use)

Signature (Licensee)

Date

Signature (Licensee 2 -optional)

Date

Accepted by Kim Wise or Michelle Bonney on behalf of Wee Folk Art, LLC

Date

To be filled out by Wee Folk Art

Licensing Start Date

Licensing End Date

Print 2 copies of this agreement (all 3 pages), sign both and mail to: Wee Folk Art, PO Box 376, Brighton, MI 48116. 1 copy will be signed and mailed back to you. License goes into effect when payment and signed agreement are received. The licensing term dates will be noted above.

Licensing payments are accepted by check made out to Wee Folk Art and mailed with agreement or by PayPal invoice sent to shop@weefolkart.com.