

# United Crafters of America Maker Contract

Welcome! We are so glad you've decided to join UCOA. We think you'll find this agreement straightforward. It is important that the agreement be followed by both you and us. You'll find the agreement contains all the important bits of information that you'll need to get started and for us to maintain a healthy, professional relationship.

To help us all be on the same page here's some definitions of words/codes you'll see a lot:

**Client/Artisan/Maker** - That's you! When we speak about you to others we will refer to you as an artisan or maker. You are our client.

**Customer** - While you are our customer and our client, for the sake of ease in our discussions we will use "customers" to describe those we are attracting to the shop to buy your items.

**Commission** - This is the percentage we take from the sale of every item. Your commission contributes to staff, advertising, insurance, shipping, processing and more. \$25/month and 25% per sale is reasonable and competitive.

**Membership Fee** - This is the \$10/month UCOA fee that lets us know you're a maker actively looking for placement. The membership list is where we pull from to complete a retailer's lineup.

**Store Fee** - This is the \$25/month fee that you pay when we place you in a retail location. This fee does not apply if you don't have active placements. This fee is per placement, per month. This fee is due upon signing your retail placement agreement. That is a separate document from this and will be provided at the time of placement.

**Following the rules is absolutely necessary. Being able to streamline operations means requiring your cooperation. Let's set some clear expectations.**

**Merchandising** - You won't have control over how a retailer merchandises your items. We will ask you for photos of your suggested merchandising and we will give guidance to retailers.

**Pricing** - You will need to set pricing for your items. If you need us to weigh in with our experience we're happy to do that, but you're truly the best judge of the time and skill you've put into your work.

**Tagging** - All items must be tagged with your vendor number and price. Tags need to be firmly affixed to your items. When using adhesive tags on an item you need to use removable product labels. If you do not have access to these, please request them through us. There will be a cost for these.

**Damages** - Items get damaged. Whether it's in shipping or handling, things are bound to get broken from time to time. Damages will be reported to you in a timely manner. We cannot compensate you for breakage that occurs during the normal course of product handling. Damages on a larger scale such as a damaged shipment of products will be assessed on a case by case basis. We insure all our shipments.

**Loss/Theft** - As unfortunate as it is, you will likely experience instances of loss or theft. We will not be held responsible for lost or stolen items. If an inventory discrepancy occurs and the item cannot be located in current inventory or previous sale, it will be assumed to be lost to theft. Retailers will be required to conduct physical monthly inventories to verify against your sales. We will require these on a rolling basis, meaning each client will receive a physical count every 30 days, but not every client on the same day.

**Reporting & Payouts** - Access to your sales is available through the vendor dashboard. Cycles for reporting and payouts will need about 60 days vs the traditional 30.

We anticipate placing makers with multiple retail partnerships and we'll need time to aggregate reporting and verify. We also need time to clear retailer payments and issue payouts. Accounting on the level we're talking about requires time and care. We're striving for accuracy, not speed. This means your end of Feb + March payouts would happen at the beginning of May. April at the beginning of June and so on.

Retailers are required to report sales back daily; we will provide access to a dashboard where you can view your sales across multiple retailers. This will run on a 48-72 hour delay. We anticipate it being more like a 24 hour delay, but file transfer isn't always seamless, so I like to keep a realistic expectation.

**Copyright/Trademark Infringements** - Items must be original works of art. We cannot have any items with trademark or copyright infringements. If we find violations when we receive your items, they will be separated and returned to you at your expense. Repeated violations will result in termination of this agreement.

**Exclusivity** - No client is guaranteed exclusivity in their genre. We'll have multiple retail partnerships to work with and multiple makers in the same category should be expected. We do look for distinct signatures when building a retailer's lineup. We won't overcrowd categories as we place you.

**Contract Termination** - There is a lot of work that goes into UCOA and we do require a twelve month commitment. Ending your contract early means a lot of outgoing work also. Gathering your work from retailers around the country will take time. That ever important verification then needs to happen. Your final reports and payouts. Even if you end your contract early we will require 30 days to process your request. You are responsible for the return shipping of your work from retailers and from us.

**If you are terminated for violations you will receive a detailed email and a phone call. While we don't anticipate this, it's important to establish a protocol. Just like voluntarily ending your contract if it's terminated, we will need 30 days to process your items. Your final reporting, payout and work will then be available to you. You are responsible for the cost of the return shipping of your work from retailers and from us.**

**Commission** - Regardless of the retailer that we place you with you'll have the same great terms. \$25 per month fee and 25% commission. These are super fair and competitive rates. These rates not only cover your retail partnerships, they cover us! We work off that 25%. All the organization, shipping, reporting - networking! You're getting a huge bang for your buck.

**Your membership fee is how we know you want us seeking partnerships on your behalf. When you cancel your membership we remove you from the list for placement.**

**Commission:** 25% commission is super competitive! We offer this low commission because you share the risk with us. Commission is automatically deducted from your sales before your payout is issued. Store fees and membership fees are not able to be applied to your sales before payouts are issued. To maintain best practices

in our accounting these things will be separate.

**Communication** - Communication should happen via email to **info@unitedcraftersofamerica.com**. It's important we have a reasonable expectation for communication. In this day of instantly available communication we have to set boundaries. There's a lot of communication coming at us and it may take a couple days to resolve your issue, find the answer you're seeking or otherwise assist you. Please be patient; 2-3 business days is reasonable for communication.

**Disputes** - If you have a dispute over inventory, retailers, payouts, etc. there is a process for working these things out. Escalate your dispute via email and we'll open a case, investigate, evaluate and propose a resolution. You may not always agree with the resolution but we will always seek to be fair and transparent.

**Sales Tax** - Retailers are responsible for the applicable sales tax.

**Restocking Items** - We will take care of restocking retailers as your items sell - you just have to send it to us. We'll establish a backstock level appropriate for your items.

**Inclusivity** - MMA is dedicated to working with anyone and everyone creative. We will promote a culture of inclusivity and advocacy for our LGBTQ+ members and special needs makers. We will work to amplify the voices and presence of makers regardless of their race, religion or gender. If inclusion isn't for you, UCOA isn't for you.

**Inappropriate Items** - We're not pruders but UCOA isn't the place for adult humor, politics or religion, vulgarity, obscene gestures, profanity, marijuana leaves, paraphernalia, etc. We will not sell items that we consider tacky, crude or divisive. **We reserve the right to decide whether or not an item is appropriate.**

**Social Media & Advertising** - Social media posts and advertising are designed to maximize foot traffic and interest in the stores as a whole - not to promote or advance individual artisans. Retailers may feature images and descriptions of some of your products in social media posts and advertising materials, but this is not guaranteed. The same is true for UCOA. We will work to promote you but what we select for social media is up to us. This applies to blogs, videos, newsletters, paid advertising, signage and anywhere else we create content.

**Defunct Retailer** - If a retailer should close their establishment we will provide them return instructions for your work and a call tag! This call tag for the shipment means we foot the bill to get your work back. If a retailer is closing it's likely they aren't in a financial position to send back a pallet of work. This type of event is why that monthly membership fee is so important. It's how we insulate against risk and protect you.

If the retailer does not return your work there will be an escalation process. This process may take up to 90 days. After that 90 days you will be notified of the status of the situation and a resolution will be offered to you. These situations will be evaluated on a case by case basis.

Keep in mind we heavily vet retailers, we carry insurance, we require deposits. We mitigate risks at every turn.

# UCOA 2024 Contract

Vendor Name:

Business Name:

By signing below I agree to the fees and contract terms and conditions. I understand the risks and requirements of the program.

Vendor Signature

Date

UCOA Rep. Signature

Date

This contract expires 12 months from the vendor signature date.