## United Crafters of America An Ecommerce Retailer Membership Contract

Welcome! I am so glad you've decided to join UCOA. I think you'll find this agreement straightforward. It is important that the agreement be followed by both you and I. You'll find the agreement contains all the important bits of information that you'll need to get started.

To help us all be on the same page here's some definitions of words/codes you'll hear me use a lot.

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

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

**Commission** - This is the percentage we keep from the sale of every item. You'll find 25% is reasonable and competitive. This will be automatically withheld from your sales. 75% of your item's sales will be passed through to you on a weekly basis.

**Monthly Fee** - This is the base fee makers pay to participate each month. This fee is \$25 and is in addition to commission. This will be invoiced to you at the beginning of each month. It will not be withheld from sales.

## **Rules & Expectations**

**Online Merchandising** - Online merchandising is a combination of your efforts and mine. You'll upload product information and photos, if you have them, to the portal. Once your items are approved, I'll import your photos and descriptions. I'll either use yours or add to them with additional photos and a more SEO rich description. **I reserve the right to have the final say over photos & descriptions.** 

**Inventory Levels -** Everyone's items vary greatly. Because of this there is no singular inventory level that is appropriate; demand and size will be determining factors in the number of items I am able to accommodate. I reserve the right to increase and/or decrease your inventory levels as necessary. Please refer to the signature page of the contract for your initial inventory level.

**Pricing** - You will need to set pricing for your items. You may put your items on sale for up to one week each quarter. There is a \$25 service fee to cover the time required to change the item prices and promote your sale on social media and in the newsletter. I will need 48 hours of notice at a minimum; 3-5 business days is ideal. **When you host a sale, the reduction from the original price comes from your portion of the sale - the commission percentage remains the same. I highly recommend running your sale for a full seven days for best visibility.** 

**Tagging/Bins** - Please tag your items with the price. Your work will be kept in a bin in a storage unit. You will need to supply the bin. Bins need to be clearly labeled with your name, address and phone

number. Bins must have a lid, be 66 quart capacity or smaller, and weigh no more than 20 pounds. If you are shipping your work, I will have bins available; there is a \$15 per bin, one-time service fee. Bins will contain the work of only one maker. Bins will be clearly marked. Bins I supply are my property and remain with me.

**Damages** - Items get damaged. Whether it's in the studio, in storage or in shipping, there is always a risk of breakage. By entering into this agreement you agree to not hold United Crafters of America liable for damaged items. I will do everything I can to maintain the safety and security of your items. Damages will be reported if or when they are noted. You may pick up an item with noted damage during a scheduled inventory pick-up/drop-off. **Items damaged during shipment are addressed in the next paragraph.** 

Damage during shipping is rare! I am a careful shipper with years and years of experience. When shipping items I may opt to add insurance coverage. When or if an item is damaged during shipping the maker will be paid out as though the sale occurred without incident. Any insurance funds issued for the shipment are then due to UCOA. Damaged items are generally not returned; if they are, the damaged piece becomes property of the store, as the maker has already been paid for the piece.

**Loss/Theft** - Because we are not in a traditional retail setting, loss controls are very tight. Your inventory will be verified upon intake. A spot inventory count can be conducted on your behalf with 7 days notice with a \$10 service fee. You are welcome to schedule a time to conduct your own inventory, up to once per 90 days.

**Reporting & Payouts** - Access to your sales is available through the vendor dashboard. The dashboard updates early each morning with the previous day's sales. Payouts are calculated on a Sunday to Saturday week. That week will be paid the following Wednesday. Payouts will be sent via check or may be sent electronically. You will not be provided with specific reports or data beyond what's available in the dashboard, which provides a comprehensive look at your inventory and sales. It is incumbent upon you to learn and use the tool. If you need help navigating the dashboard I am happy to walk you through that.

**Copyright/Trademark Infringements -** Items must be original works of art. I cannot accept items with trademark or copyright infringements. These will be declined at the inventory submission phase. Repeated submissions of copyright or trademark infringing work may result in a severing of your contract. This will not occur without prior repeated warnings.

**Snark, Swears & Sarcasm -** There is a rising genre of fun art and creations that include the use of the middle finger, swear words, sarcasm and such. These can be a lot of fun, for the right audience. I do find that the majority of our audience is largely put off by these items; however, the audience that loves them, REALLY loves them. I will create a snarky section of the website that includes these items, but also is clearly marked appropriately and only entered by selecting the category. I do reserve the right to decline things I consider over the line. Genitalia is over the line and work containing such can't be made available on our website.

**Copying -** While it's not usually unlawful, it's super tacky to copy those around you. This past year I had several instances where I heard an artisan come into the shop, see someone's work and decide out loud that they'd go home and copy it. Your work should feature your inspiration, your designs, your creations. It's hard to call out instances like this; however, I do notice! Repeated instances will result in me not re-signing your contract or severing it with notice.

**Exclusivity** - No client is guaranteed exclusivity in their genre. To meet the customer demand we may have more than one artisan working to create similar items. I do look for distinct signatures and unique perspectives.

**Contract Length & Termination -** There is a lot of work that goes into setting up a new artisan: setting up the portal, updating the website, listing your items, photographing, etc. I require a six month contract with the ability to renew quarterly after the initial six months. After that initial period is complete please provide a thirty day notice to terminate your contract. This will give me time to reconcile your inventory, remove your listings, issue final payment, etc. Leaving with thirty day notice means the door is open to you returning should you choose and an opening be available.

If you are terminated for violations you will receive a detailed email. You'll be given 30 days to retrieve your items. Termination will result in a permanent ban from the organization.

**Membership Fee & Commission -** We have an affordable membership fee and competitive commission rate! The monthly membership fee is \$25 and commission rate is 25%. I recognize that we live in tumultuous economic times. I aspire to stability; in that spirit, our fee schedule will not alter for 2025.

Your membership fee will be billed on the first of each month. Payment is due by the 7th of each month. Failure to complete payment by the 15th of the month will result in your items being hidden from the online store until the fee is paid. Items will be made visible again within 24 hours of your payment being received.

Commission will be automatically withheld from your sales. Your 75% share is paid out weekly. Checks or electronic payments will be issued on Wednesdays. Electronic payments may take an additional 2-3 business days to be issued.

**Communication -** Communication should be via email to **info@unitedcraftersofamerica.com.** There needs to be a reasonable amount of turnaround time for communication. If you email me, you can expect to hear from me within 3-5 business days. If it's been longer than 5 business days, please feel free to escalate with a phone call or text. If it's been less than 5 days, please wait patiently. There are a lot of artisans to serve and often wrapping up loose ends, correcting errors or producing reports takes days. **If you need immediate assistance please feel free to call or text me between 9 am and 3 pm, Tuesday through Saturday.** 207-440-7184.

**Vendor Newsletter** - I will provide clients with a once monthly newsletter issued on the 3rd of every month providing updates and important information. Please watch for this newsletter! It is important you stay up-to-date on what's happening. This newsletter will also contain industry trends, relevant hashtags, maker news and other pertinent information you may find useful. Please **do not unsubscribe** from the newsletter or the website or you will miss things and be out of the loop!

**Disputes -** If you have a dispute over inventory, descriptions, payouts, etc. there is a process for working it out. I have a dispute resolution form to initiate the resolution process. Please request that form from me. On that form you will need to list your dispute and your desired outcome. Disputes will be scheduled for resolution within 30 business days. Should this timeline not be possible a clear reason will be

provided. You agree to attempt resolution before escalating to outside sources.

**Sales Tax -** I am responsible for collecting and remitting all of the sales tax. We collect this from the customer, when appropriate and pass it through to the appropriate state's tax governing body. Sales tax does not affect your commission and is never required to be paid by you.

**Restocking/Inventory Drops -** If you are in the southern Maine area I will make arrangements to meet you at the storage unit. I need 7 days' notice to make appointments. Please do not make your appointment until your inventory has been accepted. If you are not in the southern Maine area, or able to travel, you may send your work to me at:

Mary Plummer Attn: United Crafters of America 64 Finn Parker Road Gorham, ME 04038

## Social Media / Email Advertising / YouTube

I will continually produce social media, email content and YouTube content for makers! Each maker working with me will be featured on my social media, whether that's FB, Insta, BlueSky, Pinterest or other platforms. I reserve the right to control the content of that media. I am a social media pro and I take a lot of pride in the engagement and reach of my content. I am confident you'll be impressed. YouTube is a new addition for 2025. I plan to host a bi-weekly one hour show formatted much like HSN to introduce your work, talk about what's new and make those sales! Additionally I have a multitude of groups, lists, chats and other social media tools from BlueSky to Reddit. I will put those to good use for makers. I encourage you to share & engage!

**Fulfilment -** I am a shipping expert. I have shipped thousands of packages across the United States. I will take great care with your work. Packaging for shipping is covered by the customer. The cost of boxes, tape, labels and other shipping supplies is covered by the commission. There are no additional charges to you for fulfillment or shipping. I will use recycled boxes and packaging. I will use bubble wrap if necessary, but do focus on the use of paper and more sustainable packaging whenever possible. Shipments will always have tracking. I rotate between carriers depending on price, customer preference and delivery speed. Carriers may fluctuate.

**Returns -** With ecommerce comes the inevitable return of items. It's just part of ecommerce. Often a customer will simply change their mind. While I'd like to maintain a no returns policy this is not in compliance with our service provider or merchant processor. Both require a clear path to a return for customers. It's important to offer a clear return policy, but I also recognize the need to not claw back from makers. Returns will become property of the store and refunds issued by the store, without an effect on makers' original sale of the piece. I reserve the right to resell, give away or otherwise use the property once I issue a refund for it. The maker relinquishes all rights to an item that is returned. A maker will never have their commission subject to clawback or adjustment due to a return. Returns will be reported to you along with the reason provided by the consumer. Repeated returns for quality issues may result in a termination of your contract.

**Contract Updates -** I reserve the right to add addendums to the contract that provide clarity and address issues that may arise. Addendums will be provided to clients via email. The addition of an

addendum does not alter the binding nature of the agreement. Addendums are for clarity purposes only and do not alter the payment terms of the contract. **I agree to not alter the monthly fee or commission during the 2025 calendar year.**