



Connie Pickering Stover
6655 Jackson Road #270, Ann Arbor, MI 48103
623-825-1674
Connie@SecondLife.studio

October 3, 2018

NEEDLEPOINT WORKSHOP TEACHING AGREEMENT

This document summarizes an understanding of the “Agreement” between Connie Pickering Stover (the “Teacher”) and _____ (the “Shop”) regarding teaching a **two-day “Finished & Framed”™ needlepoint workshop** at the Shop’s location.

Workshop Date(s): **Saturday, January 26, 2019 and Sunday, January 27, 2019**
Workshop Times: Saturday: 11:00am-4:00pm / Sunday: 11am-4:00pm
Workshop Location:
Contact Name/phone:
Maximum number of students: 10

FEES & EXPENSES

All fees and expense reimbursements are due in full to be paid on the last day of the workshop – no exceptions.

Teaching Fee: **\$475.00 per 2-day workshop**
Kit Fee: **\$90.00 per kit / per student**
Booking Fee: **\$100.00 (non-refundable)** upon signing this Agreement.
Airline Travel: **Round trip Coach**, least expensive route with reasonable arrival and departure times, paid upon booking. *Departing from: Detroit, Michigan*
Hotel Expense: **Three (3) nights** (e.g. a Saturday & Sunday workshop means that I shall arrive on Friday and leave on Monday morning)
Ground Transportation: **Three (3) days Rental car** (least expensive) or transportation Between the airport / hotel / your shop via private vehicle or reimbursement for Uber or Lyft or other private transportation.
Meals: **Lunch and dinner for two (2) days** during teaching time (no special dietary requirements)
Shipping: **A cap of \$100.00** to ship merchandise to and from your shop.

WORKSHOP DESCRIPTION

This workshop will provide a project that could be completed by most stitchers within 5-6 hours of stitching time in the basketweave stitch. The Teacher will discuss design concepts and assist the stitchers in decision-making throughout the class. Students will have the opportunity to paint their own threads and integrate them into their projects. One-on-one attention will be provided for each student.

- Project size: Canvas - 3.25" x 3.25", Finished Frame size - 10" x 10"
- Stretcher bars not necessary.

DAY 1

- Introduction of Teacher, demonstrate her finished pieces, speak a little about design concepts and inspirations
- Students will hand paint a small selection of threads for use in their projects.
- Design (under instruction) a canvas to be stitched
- Lay some gilding and gauze for "misty stitching" technique
- Begin stitching their design

DAY 2

- Continue stitching and finishing the design.
- Embellishing finished canvas, mounting in frame. Show and tell.

PROVISIONS

The **Teacher** agrees to provide (included in price):

- All materials including: hand painted threads, gold metallic thread, frame kits, canvas, paints, gilding, handmade Thai papers, and any additional embellishments.
- A selection of hand painted threads from the Teacher's personal stash to be used by students during this class.
- Up to ten (10) hours of instruction over two (2) days
- A personal computer for purposes of illustrating and lecturing
- Exhibits of actual examples of finished work

The **Shop** agrees to provide:

- Lunch and Dinner meals each day for Saturday and Sunday
- Bottled drinking water throughout the day
- Projection equipment that can be connected to the Instructor's personal computer
- Table-top easels (at least 6) and tables for display space for exhibited work

The **Students** are to provide:

- A good attitude and willingness to stitch in basketweave stitch
- Personal sewing kits including **scissors** and a **size 18-20 tapestry needle**
- *Cordless* magnifier light (optional)

MARKETING & PROMOTION

The Shop and the Teacher agree to mutually promote and market the classes described above to the local population and through a concentrated use of all available social media outlets. Both the Shop and the Teacher have a mutual agreement that either of them may use any promotional photos, class descriptions, etc.

SALES

The Shop agrees that the Teacher may sell personally-branded needlepoint products. The Shop is responsible for maintaining a list of the sales and the collection of the payments on those purchases, which may include but is not limited to:

- Hand painted, original designs, needlepoint canvasses
- Hand painted and unpainted threads
- Custom designed needlepoint kits
- Thread storage frames
- “Finished & Framed™” kits

Settlement on all sales are to be paid in full by the Shop at the end of the class period.

SHOP COMMISSIONS

The following commission fees to the Shop shall be used for all sales of merchandise:

- Hand painted threads (carded): 15%
- Basic “Finished & Framed™” kits: 30% (with the exception of class kits)
- Thread Storage Rack: 40%
- Hand Painted Canvas: 20%
- Hand Painted Canvas Kits: 30%
- Acrylic Paint Kits: 20%

Force Majeure - Neither of us will be liable to the other for any loss, damage or default occasioned by strike, civil disorder, governmental decree or regulation, acts of God or any other force majeure collectively, a “Force Majeure Event”). We agree that upon conclusion of a Force Majeure Event, each of us will use commercially reasonable means to recommence full performance of our obligations under this Agreement.

No Other Agreement - This Letter of Agreement contains the entire agreement between us. No part of this Letter of Agreement may be changed, modified, amended or supplemented except in a written document, signed by both of us which specifically states that the document is being signed for the purposes of modifying this Agreement. Each of us acknowledges and agrees that the other has not made any representations, warranties or agreement of any kind, except as is expressly described in this Agreement.

Governing Law - This Agreement shall be interpreted in accordance with the laws of Washtenaw County, in the State of Michigan. In interpreting this contract, we each hereby acknowledge that we have mutually agreed to these terms. Further, we agree that in the event that if any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.

Attorney's Fees - We agree that if any action is commenced to enforce any claim, demand, debt, action, cause of action, liability, cost, right, duty or obligation provided herein, or if any action is commenced to enforce any of the provisions of this Agreement, the prevailing party in such an action shall be entitled, in addition to any other remedies, to an award of out-of-pocket attorney's fees, including all actual costs incurred by the prevailing party.

Remedy of the Parties - Except as otherwise specifically provided for in this Agreement, in the event one of us is in default or in breach of any of the material provisions of this Agreement and fails to cure the default or breach within ten (10) days after written notice of such default or breach by the other, the non-breaching party shall have the right to terminate this Agreement.

Assignment - This Agreement shall only be assignable or transferable by one of us upon the written approval from the other.

Relationship of the Parties - It is understood and agreed that this Agreement does not create a partnership, joint venture or employment relationship of any kind between us; that each of us is acting as independent contractors with respect to each other; and that none of the employees of either of us will be deemed to be employees of the other for any purpose

Terminating - Either of us shall have the right, forthwith and without further notice, to terminate this Agreement by written notice to the other, upon the occurrence of any of the following events;

- (a) A breach or default of a provision of this Agreement which is not cured within the period set forth in Paragraph 8 of this Agreement;
- (b) A Force Majeure Event that continues for a period of thirty (30) days; or
- (c) The death or incapacity of either of us during the Term.

In the event of a termination, any moneys due on the date of termination shall be immediately due and payable.

If the above correctly expresses your understanding of the terms reached during our negotiations, please sign and date a copy of this Agreement and return the signed and dated Agreement to me.



_____ Date:

(electronic signature)
Connie Pickering Stover
6655 Jackson Road #270
Ann Arbor, Michigan 48103

Accepted and agreed upon by

Name _____ Date: _____

For Shop Name _____