



Letter of Agreement/Contract for Virtual Lectures and Classes

Michele Crawford – Flower Box Quilts 2110 E. 45th Avenue – Spokane, WA 99223
509-992-7348 www.flowerboxquilts.com

This agreement for in person quilting lecture and/or quilting class (“Services”) is made between Flower Box Quilts (“FBQ” or “Michele”) and _____ (“Client”), as follows:

I. Client Information

Client: _____ Time Zone: _____

Contact Name (please print): _____ Phone: _____

Address: _____ Email: _____

Second Contact Name: _____

Phone: _____ Email: _____

Date: _____ Time: _____

II. Fees and Services

A. FBQ shall provide the following Virtual Services to Client by Zoom (Please make selections below):

Lecture: \$300 per 1-hour lecture utilizing Zoom platform for up to 100* Participants.

* If there are more than 100 people, \$50 will be added for a Zoom upgrade.

Workshop Full Day: \$600 per 6-hour class utilizing Zoom platform (including a one-hour lunch break) for up to 20* Participants.

* \$30 for each additional student up to a maximum of 24 Participants.

Workshop Half Day: \$400 per 3-hour class utilizing Zoom platform for up to 20* Participants.

* \$20 for each additional student up to a maximum of 24 Participants.

B. **Payment for Services:** Full payment for the Services requested above is due 30 days prior to the scheduled date of Services.

C. **Non-Refundable Deposit:** A non-refundable deposit of \$100.00 is required at the time of execution of this Agreement. This deposit amount will be deducted from the final invoice after Michele has completed presenting her lecture(s) and/or workshops.

- D. **Payment for Patterns and Kits:** Client shall pay for all quilt patterns and/or kits needed for the quilting workshop. The estimated cost for any such quilt pattern or kit required for the requested Services is \$_____ per pattern/kit. In the event that the estimated cost for any pattern or kit is greater or less than the estimated amount, the difference of such cost shall be added or deducted from the final invoice presented to Client at the completion of the Services requested.
- E. **Virtual Seat:** Each Participant shall be designated one “Virtual Seat” per Participant. A registration list shall be finalized by Client and sent to FBQ at least one-week prior to the scheduled date.
- F. An original signed contract must be returned to Michele Crawford of Flower Box Quilts before a firm commitment can be made for the date of Services to be performed.
- G. If your group, shop or conference would like to reserve future dates, but has not yet booked a venue or made a decision on what lecture or workshops to schedule, please insert TBA (to be announced) on the form. However, Michele’s schedule may change without notice, and a date will not be held by her until a signed contract and a deposit check has been received.
- H. Client shall provide the name and information for a second person who can be contacted in the event that the original organizer/program chair is not available.

III. Zoom Lecture Requirements

A. FBQ Zoom Requirements:

- 1. FBQ shall use its company Zoom account for any lecture or workshop. A Zoom meeting invite and password will be generated and sent to registered Participants at least one-week prior to the scheduled lecture or workshop.
- 2. FBQ will conduct a short tutorial on how to use or interact on Zoom at the beginning of the lecture or workshop.

B. Client Zoom Suggestions and Requirements: Client and each Participant shall procure at a minimum the following accommodations for a successful virtual quilting lecture or workshop:

- 1. Client shall provide an exact list of registered invitees for the lecture or workshop including name and email address for each Participant.
- 2. Each Participant must have high speed internet connection for a successful Virtual quilting lecture or workshop. FBQ is not responsible for internet access issues such as lag, delay or any other issues that may affect the quality of presentation.
- 3. Each Participant should familiarize themselves with Zoom, test their internet connection, and register with Zoom at least 24 hours prior to the scheduled date of services.
- 4. Client shall designate one Participant to help other Participants with internet or Zoom access issues to ensure the least amount of disruption of the lecture or workshop.
- 5. Only registered Participants are allowed to join the virtual lecture or workshop. Unregistered viewers of the virtual lecture or workshop may not “sit in” or view the lecture or workshop without paying the required fee for Services.

6. No audio and/or video recording or photographs are permitted of any kind in FBQ virtual lectures and/or classes. FBQ retains all rights and ownership of any and all recordings, photographs and contents of the virtual lectures and workshop presentations.

IV. Virtual Quilting Lecture

A. Client requests that the lecture(s) to be provided by FBQ shall be at the time(s) and date(s) below:

1. Title of Lecture:

Date:

Time:

Cost:

2. Title of Lecture:

Date:

Time:

Cost:

V. Virtual Quilting Workshop

A. Client requests that the virtual quilting workshop to be provided by FBQ shall be at the time(s) and date(s) below:

1. Title of Workshop:

Date:

Time:

Length of Class:

Class cost:

Pattern/Kit cost (per person):

2. Title of Workshop:

Date:

Time:

Length of Class:

Class cost:

Pattern/Kit cost (per person):

3. Title of Workshop:

Date:

Time:

Length of Class:

Class cost:

Pattern/Kit cost (per person):

B. FBQ shall provide a scheduled Zoom session with Participants two-weeks prior to the scheduled date of Services to discuss fabric choices, and answer preliminary questions.

C. FBQ shall provide a one-hour follow-up Zoom session two-weeks after the workshop to answer any further questions, and for Show & Tell.

VI. Cancellation

A. **Cancellation by Client:** The Services to be provided by FBQ to Client may be cancelled at any time by written notice received at least 60 days prior to the scheduled date of Services.

If a workshop or lecture is cancelled within 60 days of the scheduled lecture or workshop for any reason, the Service Fee(s) above in Section II.A shall be non-refundable. If prior to cancellation by Client, FBQ has purchased materials

or expended any other non-refundable cost or expense in connection with the workshop or lecture, Client shall be responsible for payment of all such costs, expenses, or cost of cancellation of any kind.

- B. **Cancellation by FBQ:** FBQ may cancel a lecture or workshop for any reason and Client agrees to indemnify and hold Michele/FBQ harmless from and against any loss of Client due to FBQ cancellation. In the event of cancellation by FBQ, Client shall be reimbursed all Service Fees and Deposits set forth in this Agreement. FBQ shall not be responsible for reimbursement of any cost or expense of any kind incurred by client in connection with this Agreement.
- C. **Technological Issues:** FBQ does not make any warranty or guarantee of virtual Services. Client acknowledges that there may be technological issues that are beyond the control of FBQ, Client, or Participant. FBQ shall work with Client to troubleshoot technological issues if practical while providing virtual Services and will work with Client to reschedule the virtual Services if a solution cannot be found.

VII. GENERAL TERMS AND CONDITIONS

- A. **Fees and Costs:** In the event of any dispute regarding this Agreement or any breach thereof, the non-defaulting party in such action or proceeding shall be entitled to recover, from the other party, all costs and expenses, including reasonable attorney fees, incurred by the non-defaulting party in connection with the dispute or breach. This Agreement shall be construed according to the laws of the State of Washington. Venue for any action pertaining in any way to this Agreement shall be in Spokane County, State of Washington.
- B. **Notices:** Any notice, demand, objection, statement or other communication which either party is required or desires to give to the other shall be in writing and shall be delivered either in person, by recognized overnight courier, or by United States registered or certified mail, return receipt requested, with postage thereon fully prepaid, at the addresses of the Client and FBQ set forth above.
- C. **Complete Agreement and Modification:** This Agreement along with any attachments hereto, constitutes the entire Agreement of the parties. Any change or modification to this Agreement must be in writing and signed by both parties.
- D. **Electronic Transmission and Counterparts:** Electronic transmission of any signed original document and retransmission of any signed electronic transmission shall be the same as delivery of an original. At the request of either party, the parties will confirm electronically transmitted signatures by signing an original document. This Agreement may be signed in counterparts.

Most importantly, I am looking forward to working together with you to provide the best virtual quilting lecture and workshop experience for you and your quilting group. If you have any questions about this document, please contact me prior to signing this document.

By signing below, you acknowledge you have read and understood the terms of this Agreement. Please return the signed document via email to _____ and send the original signed Agreement to 2110 E. 45th Ave., Spokane, WA 99223

Flower Box Quilts

Client:

By: Michele Crawford

By: _____

Its: _____

Date:

Date:

1st Client Representative

2nd Client Representative

Name (please print):

Name (please print):

Address:

Address:

Phone:

Phone:

Email:

Email: