A few months ago, I was approached and asked if I would consider organizing a weaving retreat for a small group of south Florida weavers during “season” (that’s Florida speak for January through March). After some pondering I decided, sure, I can do that. My thought process was that I could hopefully get 20-25 weavers and maybe two teachers for a fun Saturday weave-in with a boxed lunch. In order to gather potential interest, I created a Facebook group page called “Florida Basket Weavers” (www.facebook.com/FloridaBasketWeavers). Well let me tell you … interest exploded!

The next concern for me was teachers. Could I get enough teachers interested in coming to south Florida for an inaugural weaving retreat? Again, I was blown away. Rather than me soliciting teachers for the event, word got out and I was approached by a dream list of teachers. More than I could even use.

My original idea has now blossomed into a three-day weaving retreat with the potential to max out at just over 100 participants. The first ever “Weaving in the Sunshine State” basket weaving retreat will be held on January 27-29, 2017 at the Hilton Garden Inn – Airport / Gulf Coast Town Center in Ft. Myers, Florida.

The class offerings are amazing and attendees are going to have a hard time choosing which ones to sign up for. While our venue might be a bit “cozy”, it is in a perfect spot for airline travel, shopping, dining – and the beach is just miles away. If you are able to join us, you will probably want to tack a few extra days on to your trip to enjoy all the area has to offer.

Registration will begin on September 1, 2016. For details of the event, a class brochure and schedule, and a registration form, go to www.weavinginthesunshinestate.com, which will link you to my website blog.

I am so excited for this event and hope to meet as many of you as possible. It’s going to be a great time!
A little background first on why this became an important issue for me. A few months ago I sold several patterns from my Etsy shop to a weaver who also teaches. On each of my pattern listings I state the following: “… All patterns and photographs are copyright protected and must not be sold, altered, copied, or reproduced in any form including photocopies/Photostats or any electronic or digital means. ©Bright Expectations LLC / Becky Bechtel”. Pretty clear, huh?

Maybe not? So in addition to the listing, this is at the bottom of every pattern: “Text and Photos – Copyright ©2016 Bright Expectations LLC / Becky Bechtel. All rights reserved. This pattern nor the pattern photos may be reproduced or distributed – mechanically, electronically, or by any other means, including photocopying, without written permission. Copyright will be strictly monitored.

By purchasing patterns by Bright Expectations LLC, you are agreeing to these “Terms of Use”: All rights to this pattern and all images are copyrighted and owned by Bright Expectations LLC. No part of this work may be reproduced, transmitted, broadcast, translated, used for derivative works or published in any form or by any means without prior written permission by Bright Expectations LLC. Do not copy, share, resell, or forward this pattern to anyone. Unauthorized distribution or duplication is a violation of applicable laws. You may sell your finished item made from this pattern. Reference to Bright Expectations LLC as the designer is appreciated. You MUST take your own pictures to represent your work. Use of any photo that belongs to Bright Expectations LLC is strictly prohibited.”

Now I’ve got it covered for sure, right? Well, apparently not. I happened upon this person’s website (and Facebook page) to find that classes were being advertised and taught using MY photographs and apparently the patterns were being reproduced and sold as part of the class fee! And the names of the baskets weren’t even changed. I’m sorry, but that takes nerve. And before you say “well, maybe they just didn’t understand copyrighting” … This person obviously did as they had no problem copyrighting their own photos, etc. on their website.

A lot of correspondence followed and the pictures, advertisements, etc. were removed. But I was angry and hurt because I actually had emailed back and forth with this person with additional tips and even a video to help with a technique. I felt violated – and legally I had been.

They say that “imitation is the most sincere form of flattery” and that may be true, but where is the actual line that you should not cross? This prompted the topic for this month’s newsletter. This issue may be wordy, boring, and certainly not my normal publication, but I do hope you will read it in its entirety. I have learned a lot and hope you will too. We do not want to knowingly infringe on the rights of the owner. Not just because of the potential legal ramifications, but because of ethical and moral obligations. It feels better to do the right thing.

It’s time to get into the nitty gritty of copyrights. Please read on.
The "Digital Millennium Copyright Act (DMCA)" was signed into law in 1998 by President Clinton. This law implemented two earlier treaties and criminalized production and dissemination of technology, devices, or services intended to circumvent measures that control access to copyrighted works. ([www.copyright.gov/legislation/dmca.pdf](http://www.copyright.gov/legislation/dmca.pdf))

How stiff are the potential legal penalties for infraction? 1) Infringer pays the actual dollar amount of damages and profit; 2) The law provides a range of $200 to $150,000 for each work infringed; 3) Infringer pays for all attorneys fees and court costs; 4) The Court can issue an injunction to stop the infringing acts; 5) The Court can impound the legal works; and 6) The infringer can go to jail. Now do I have your attention? Copyrights are to be respected. The laws are pretty clear on that.

So what rights does the copyright holder have? The owner has the exclusive right to reproduce, distribute, publicly display, and make a derivative work. They may also enter an agreement with someone else and grant this person one or more of these rights and to mutually agree on any fees involved.

If you purchase a pattern from someone and want to teach the class, just contact the author and ask. Most generally, a discounted pattern fee will be provided. They will be honored and flattered that you feel their basket pattern is worthy of teaching. You cannot just decide to photocopy your one pattern purchased and pass it out – not allowed. Additionally, your purchase of their pattern does not entitle you (without their permission) to use their photos for advertising and promotion in any form.

Can you re-sell the pattern you bought? Absolutely. Pursuant to the first sale, the buyer can lawfully re-sell the pattern without permission from the author. But you can’t retain a “copy” for yourself and just recoup your costs from the pattern purchase.

Copyright protects expression – it does not protect ideas. And let’s face it … there are only so many basket weaving techniques. It is entirely possible that you may believe you are designing an “original” only to find that a similar basket already existed. This happens. Or you may design a basket that is loosely based on a photo you saw on Pinterest. What are your obligations now? This probably becomes the “gray area”. How much do you have to change the design to call it your own? That’s a hard call.

I like this graphic flow chart by Ginger Davis Allman. Note that it IS copyrighted. However, she does on her website ([thebluebottletree.com](http://thebluebottletree.com)) not only give permission to share it … she encourages it – as long as she is given credit and that a link is provided to the article. Done. See how easy that was?
So let’s all just try and follow the rules – and the laws - now. I’m sure we have all made mistakes. I certainly include myself in that group. This newsletter goes out to hundreds and hundreds of weavers – many of which are teachers. At your next class, maybe you could offer a little extra education to your students. There are no doubt some individuals who truly do not understand copyright issues.

And it doesn’t all have to be doom and gloom. I’ve copied and pasted what each pattern listing on my website states as far as permissions that I grant – and those that I do not - to each purchaser of one of my patterns (with a little light hearted humor thrown in because that’s just me :o).

© Bright Expectations LLC / Becky Bechtel  Due to the nature of digital downloads, this pattern may not be returned or exchanged. All sales are final.

DIGITAL FILES PERSONAL TERMS OF USE
Thanks for choosing a pattern by Bright Expectations LLC. By purchasing or downloading a pattern from Bright Expectations, you are purchasing a license to use the pattern for PERSONAL use and agree to the following terms: All digital images and/or sample images contained within are Copyright © Becky Bechtel / Bright Expectations LLC, and all rights reserved. Each pattern is for your personal use only and is not to be redistributed in any way, used for commercial purposes, or claimed as your own.

SO WHAT CAN YOU DO?
:: You may use the pattern for weaving baskets for your personal use. Individualize them as you wish by altering colors, size, and/or design pattern. Be creative and be inspired.

:: You may create a basket and sell it at your local art or craft fair, the holiday bazaar at your church, or donate it for the fundraiser down at your child’s school as long as credit is given to Bright Expectations as the basket designer.

:: You may print a hard copy of the pattern for your own personal use. If that pattern becomes unusable, by all means, print another one.

:: Want to show off your new basket? Go right ahead, but give a girl some credit! You may submit a photo of your finished basket using Bright Expectations patterns to web sites (Pinterest, Facebook, Instagram, Stumbleupon, Twitter, etc.), magazines or other publications as long as proper credit is given to Bright Expectations. A credit with a link back to my website must be displayed (www.brightexpectationsbaskets.com).

WHAT YOU ARE NOT ALLOWED TO DO:
:: No sharing please! You may not provide a copy, share or distribute any pattern to any other individual or business. That means don’t forward in an email or newsgroup, post on a basketry website, or save to a thumb drive and take to your dear Aunt Martha.

:: This pattern or any of the pictures contained within is not for commercial use. Nope, none, zip, zero, zilch. That goes for a trademark, design-mark, business name, service mark or logo. You can’t use any part of any pattern for commercial purposes - even if it’s for an item that won’t be sold. That means no brochures, web sites, business cards and the likes. You may not use any pictures for any product or project that will be sold or otherwise used to try and make a buck. You can’t make copies of the pattern and pass out to all of your weaver friends at the local guild to save them the small fee of purchasing their own pattern. Teaching a class and want to use one of my patterns but don’t want to buy one for each student? Well, let me know and we’ll see if we can work something out for a quantity discount.

:: Don’t tell anyone (not even the newbie in your basket weaving group that you would like to impress with your weaving skills) that the pattern and/or designs are your own, no matter if you change them up a bit, add to them, or take from them.

:: You may NOT weave an exact basket like the design is portrayed on the pattern and proceed to sell the basket on Etsy or through any venue that Bright Expectations also markets finished baskets. That’s not good for me or you - and plus, it’s just plain rude.

Compiling the details for a basket weaving pattern along with good pictures is not a small task. I want to share the love of weaving with lots of people. I would just appreciate giving credit where credit is due and I appreciate your cooperation. Have fun and happy weaving!!

And if you are wondering the outcome of my situation ... I never received compensation or even acknowledgment of my specific demands from the person who plagiarized my patterns and photos. In fact, it was implied that “all should be well now” and “we can still be friends”. Maybe not so much. Trust is a fragile thing and I simply do not have it in that person any longer. Trust can take seconds to break but a long, long time to build or repair. Don’t be that person to destroy trust.
Bright Expectations Pattern Library

Clicking on any PICTURE will connect you to the pattern listing.