

## AGREEMENT RELATING TO A RAGLAN PULLOVER

This RAGLAN PULLOVER KNITTING PATTERN dated this 22nd day of December, 2006 (hereinafter referred to as the "Pattern") being designed by the girl from auntie (the "Designer") and entered into by you, an individual knitter (the "Knitter").

### RECITALS

WHEREAS Knitter is currently in possession of, or intends to acquire, approximately eight hundred (800) yards of bulky weight yarn;

AND WHEREAS Knitter desires to create a garment, namely, a pullover, consisting of a torso, two full-length arms, a foldover ribbed collar, ribbed cuffs, and ribbed hem, knit from hem to neckline and having raglan shaping;

AND WHEREAS Knitter desires further that said pullover shall have a full chest measurement of approximately forty-eight (48) inches and an approximate length of twenty-four (24) inches, and be knit at a gauge of fourteen (14) stitches and twenty-one (21) rows over four (4) inches;

AND WHEREAS Designer agrees to provide instructions for producing a pullover complying with the above-recited specifications;

NOW, THEREFORE, for and in consideration of the mutual representations, warranties and agreements set forth in this Pattern and for other good and valuable consideration, the Designer hereby directs and the Knitter agrees to perform as follows:

### DEFINITIONS

1. As used in this Pattern, the following terms shall have the following meanings:
  - a) "Pattern" and "Knitter" are as defined in the opening paragraph of this Pattern;
  - b) "Instructions" means the contents of paragraphs 2 through 19, inclusive;
  - c) "Pattern Gauge" means a gauge of fourteen (14) stitches and twenty-one (21) rows over four (4) inches;
  - d) "beg" means beginning;
  - e) "K" and/or "k" means knit;
  - f) "K2tog" and/or "k2tog" means knit two (2) together;
  - g) "P" and/or "p" means purl;
  - h) "P1tbl" and/or "p1tbl" means purl one (1) through the back loop;
  - i) "P2tog tbl" and/or "p2tog tbl" means purl two (2) together through the back loops;
  - j) "inc" means an increase wherein the horizontal bar running between the last stitch on the right hand needle and the next stitch on the left hand needle is lifted onto the left needle from front to back, and knit through the back loop so as to yield a further and other stitch;
  - k) "RS" means "right side";

- l) "RS Decrease Row" means K2, p1tbl, k2tog; work to last 3 sts; p1tbl, k2;
- m) "Modified RS Decrease Row" means K2, p1tbl, k2tog; work to last 5 sts; ssk, p1tbl, k1;
- n) "sts" means stitches;
- o) "St st" means stockinette stitch;
- p) "WS" means "wrong side";
- q) "WS Decrease Row" means P2, k1tbl, p2tog tbl; work to last 3 sts; k1tbl; p2;
- r) "Modified WS Decrease Row" means P2, k1tbl, p2tog tbl; work to last 5 sts; p2tog, k1tbl, p2;
- s) "2x2 Rib" means, on the RS of work, [k2, p2] to last 2 sts, k2, and on the WS of work, [p2, k2] to last 2 sts, p2, wherein the instructions in square brackets are to be repeated in accordance with the foregoing instructions; and
- t) other terms shall have meanings as may be defined herein.

#### GAUGE AND MATERIALS

2. Knitter shall provide a set of needles sized for knitting at the Pattern Gauge using a yarn designated as being capable of being knit to said Pattern Gauge not only back-and-forth, but also in the round. Suitable needles sized for knitting at the Pattern Gauge include, but are not restricted to, US10 through US13 sizes inclusive. Suitable yarns include, but are not restricted to, the yarns listed in Schedule 1 hereto.

3. Knitter shall knit a generously-sized gauge swatch in stockinette stitch to verify compliance with the Pattern Gauge specified in paragraph 2, above, and in the event of a discrepancy between the gauge determined from the gauge swatch ("Measured Gauge") and the Pattern Gauge, Knitter shall provide further sets of differently-sized needles and knit further gauge swatches until the Measured Gauge matches the Pattern Gauge. Should Knitter be unable to obtain Pattern Gauge with the same size of needles while knitting in the round and while knitting back-and-forth, Knitter shall provide differently-sized needles for knitting in the round or for knitting back-and-forth, as the case may be, such that the Knitter is able to comply with the specified Pattern Gauge when knitting back-and-forth and in the round.

#### BACK

4. Knitter shall cast on eighty-two (82) sts using needles for knitting back-and-forth and shall work in 2x2 Rib for twenty-two (22) rows. Knitter shall change to St st and shall work one (1) row while increasing four (4) sts more or less evenly across said row to yield eighty-six (86) sts on needle.

5. Knitter shall work even for forty-nine (49) more rows, then bind off six (6) sts at beg of next two (2) rows to yield seventy-four (74) sts on needle.

6. Knitter shall work RS Decrease Row, as given above, and immediately thereafter work WS Decrease Row, as given above; Knitter

shall then repeat these two rows twenty-three (23) times more for a total of twenty-four (24) repeats of said Decrease Rows, to yield twenty-six (26) sts on needle.

7. Knitter shall break yarn, leaving a tail of at least four (4) inches in length, and place all remaining live stitches of the Back on a holder or waste yarn.

#### FRONT

8. Knitter shall repeat the instructions of paragraphs 4 through 7 above, inclusive, as for Back.

#### SLEEVES

9. Knitter shall cast on thirty-four (34) sts using needles for knitting back-and-forth and shall work in 2x2 Rib for twenty-two (22) rows. Knitter shall change to St st and shall work one (1) row while increasing four (4) sts more or less evenly across said row to yield thirty-eight (38) sts on needle.

10. Knitter shall work even for five (5) rows, such that RS faces for the next row, whereupon Knitter shall work as follows: k1, inc 1, knit to last st, inc 1, k1; further, Knitter shall repeat these last six (6) rows just described eight (8) times more, to yield fifty-six (56) sts on needle; Knitter shall then work even across these fifty-six (56) sts for a further six (6) rows, or as desired to adjust the length of said sleeve.

11. Knitter shall bind off six (6) sts at beg of next two (2) rows to yield forty-four (44) sts on needle.

12. Knitter shall work RS Decrease Row, as given above, and immediately thereafter work WS Decrease Row, as given above; Knitter shall then repeat these two rows eleven (11) times more for a total of twelve (12) repeats of said Decrease Rows, to yield thirty-two (32) sts on needle and such that the RS faces for the next row.

13. Knitter shall then work Modified RS Decrease Row, as given above, and immediately thereafter work Modified WS Decrease Row, as given above; Knitter shall then repeat these two rows eleven (11) times more for a total of twelve (12) repeats of said Modified Decrease Rows, to yield eight (8) sts on needle.

14. Knitter shall break yarn, leaving a tail of at least four (4) inches in length, and place all remaining live stitches of the Back on a holder or waste yarn.

15. Knitter shall once more repeat steps 9 to 14, inclusive, so as to produce a second and further sleeve.

## BLOCKING AND ASSEMBLY

16. Knitter shall cause each and every piece heretofore created in compliance with the above paragraphs, namely, the Back, Front, and the two Sleeves, to be blocked in a manner appropriate to the composition of the Yarn selected.

17. When each of the below-named pieces is dry, Knitter shall affix the pieces to each other such that all pieces are affixed with the RS of each piece facing in the same direction, in accordance with the following scheme, using lengths of the Yarn or other suitably chosen yarn and a yarn or tapestry needle:

- a) the left raglan edge of a first sleeve (hereinafter referred to as the "Left Sleeve") with the right raglan edge of the Front, wherein the raglan edge is defined by the edge of the Left Sleeve or Front as constructed in accordance with steps 12 and 13, or step 6, as the case may be, and the designations of "left" and "right", as the case may be, are attributed in accordance with a top view of the knitted pieces when viewed from the RS;
- b) the left raglan edge of the Front with the right raglan edge of the second sleeve (hereinafter referred to as the "Right Sleeve"), wherein the raglan edges are defined as in subparagraph (a);
- c) the left raglan edge of the Right Sleeve with the right raglan edge of the Back, wherein the raglan edges are defined as in subparagraph (a);
- d) the left raglan edge of the Back with the right raglan edge of the Left Sleeve, wherein the raglan edges are defined as in subparagraph (a).

18. Knitter shall then proceed to return each stitch previously held, as described in paragraphs 7 and 14 above, to the needles for knitting in the round and shall proceed to work as follows: [k2, p2], repeating said instructions in square brackets to the end of round; repeat this round for a total of forty-two (42) rows or to the Knitter's desired length. Knitter shall then bind off said stitches loosely and break yarn, leaving a tail of at least four (4) inches in length.

19. Knitter shall weave in all yarn tails on the WS of the pullover.

## CONVERSIONS

20. Knitter may, if desired, convert all measurements given above to another measurement system, including, but not limited to, the metric system; provided all conversions are computed correctly, which Designer does not guarantee or warrant, this Pattern remains in full force and effect.

## AMENDMENTS

21. Pattern may be amended electronically or in writing by Knitter. Knitter, in making such amendment, shall indemnify and hold Designer harmless against any consequential error, miscalculation, or

discrepancy between the finished pullover and Knitter's intended result.

#### LIMITATION OF LIABILITY

22. Designer is not liable for any loss or harm whatsoever suffered by Knitter, including but not restricted to loss of time, yarn, money, or patience, by virtue of Knitter's use or adaptation of Pattern. Without limiting the generality of the foregoing, Designer is not liable for Knitter's failure to fully read Pattern; failure to complete a properly blocked gauge swatch as set out in paragraph 3 above; failure to provide appropriately-sized needles as set out in paragraphs 2 and 3 above; failure to comprehend the within instructions; alterations or amendments made to the within instructions; failure to provide sufficient Yarn to complete Pattern or any amendments thereto; selection of Yarn not appropriate to be knit to the Pattern Gauge as defined herein; or failure of a relationship between Knitter and a recipient of the pullover resulting from this Pattern.

#### REPRESENTATIONS AND WARRANTIES

23. Designer makes no representations or warranties concerning the availability of any of the yarns listed in Schedule 1 hereto, the accuracy of yarn quantities specified herein, or that pullover shall fit its intended recipient.

24. Designer represents that Pattern is reasonably free of error but does not warrant or guarantee that Pattern is error-free. Knitter represents and warrants that he or she possesses sufficient skill and knowledge to enter into this Pattern.

#### FORCE MAJEURE

25. The parties may consider any obligations under this Pattern void in the event of flood, major storm damage, or Acts of Cat.

#### TERMINATION

26. Knitter may terminate his or her obligations under this Pattern at any time. Any public reference to said termination for reason of lack of interest, inappropriate Yarn selection, or inability to comply with the foregoing instructions shall be accompanied with an admission of fault on the part of the Knitter confirming that this really is a lovely Pattern.

#### COPYRIGHT, TRADEMARK AND OTHER INTELLECTUAL PROPERTY

27. Pattern may be freely distributed in digital and print media in its entirety only and without prior consent provided appropriate credit is given as follows and by maintaining this paragraph intact with Pattern: © 2006, the girl from auntie, <http://www.girlfromauntie.com>.

TIME OF ESSENCE

28. Designer and Knitter acknowledge that time is of the essence only if Knitter has made a prior commitment to complete the Pattern and render the raglan pullover described herein fit for human attire by a given date, determined by Knitter or by Knitter in concert with a third party who is not party to this Pattern. Knitter hereby releases, discharges, and absolves Designer of any liability whatsoever in relation to any obligation assumed by Knitter to complete the Pattern as contemplated above, whether for Knitter's own attire or for the attire of a third party.

HEIRS AND ASSIGNS

29. The terms of this Pattern shall govern the heirs and assigns of the parties, should the heirs and assigns of the parties knit.

SEVERABILITY

30. The invalidity or error of any paragraph of the within instructions may affect the validity or feasibility of the remainder of this Pattern.

NOTICES

31. All notices of communication required by this Pattern, including, but not limited to, amendments by the Designer, shall be made electronically and may be delivered by (a) reposting a fresh as amended Pattern on the website on which it was originally published, or (b) posting an amendment notice on the same webpage as the Pattern on the website on which it was originally published.

GOVERNING LAW

32. This Pattern shall be construed in accordance with the definitions provided herein, and where the definitions provided herein require further clarification or explication, in accordance with the definitions and instructions provided in Vogue Knitting: The Ultimate Knitting Book (New York: Sixth & Spring, 2006), ISBN 193154316X.

Designer and Knitter have acknowledged and agreed that this Pattern may be entered into as a current knitting project as of the day of printing:

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DESIGNER

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KNITTER

## SCHEDULE 1

Suitable Yarns for the execution of the Pattern Instructions

Rowan CORK  
Tahki SOHO BULKY TWEED  
Debbie Bliss CASHMERINO SUPERCHUNKY  
Jaeger CHAMONIX  
Plymouth ENCORE CHUNKY  
Karabella AURORA BULKY  
Rowan YORKSHIRE TWEED CHUNKY  
Rowan ROWANSPUN CHUNKY  
Patons SHETLAND CHUNKY  
Brown Sheep LAMB'S PRIDE BULKY  
Araucania NATURE COTTON