# SandScales Art Terms of Service (Updated February 27, 2024)

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## **GENERAL**

I reserve the right to decline any request for any reason.

Clients must be in accordance with PayPal's terms of service.

https://www.paypal.com/us/webapps/mpp/ua/useragreement-full

For an individual to open a U.S. PayPal account and use the PayPal services, you must be a resident of the United States or one of its territories and at least 18 years old, or the age of majority in your state of residence.

I currently do not offer NSFW, fetish material, or heavy gore.

I refuse to draw anything containing hateful/discriminatory material.

I retain all rights to commissioned work, including reproduction and distribution rights. I do not claim ownership to any characters or IP drawn on commission.

Prices may be subject to change.

When you (the client) get a completed digital work, it will be working-size and unwatermarked. A low-res may also be provided for reposting purposes. I can resize or crop a work as needed.

The client may request that their commissioned work not be posted or even delayed in posting for special or event-related reasons. I will retain my right not to post commissioned work for my own reasons.

Traditional may be sent through the mail and will be signed on the back. Shipping costs may occur as needed.

I require visual reference material of your character(s) of some kind before beginning work. All images must be clear. I will accept supplemental material only up front before work, and it must only be minor changes and/or additions to the character(s).

### **USAGE**

All works commissioned are for non-commercial, personal use only.

Commissioned works may be printed out by the client who commissioned them for use as wall art, as stickers, or even to be made on a shirt.

Commissioned works are NOT allowed to be mass-produced by anyone, even the client who commissioned them, to be sold for profit, unless an agreement has been made.

The client may use commissioned work as icons, layouts, banners, etc, and may commission someone else to create a banner or layout with it as long as credit to my original work is given.

Special exception made to re-selling my work: if the client is selling their character, then any art commissioned from me may be sold with the character at the price it was originally bought for.

The client may repost a work as long as a link to one of my art galleries is given with it and it is the low-res watermarked version.

Do not purposefully alter my work to remove my watermark.

You (the client) may re-upload Telegram Stickers to your own pack, but the original pack will remain uploaded to Telegram so that I may alter or add stickers to it.

## **PAYMENT**

Payment options may be altered based on current deals.

All payment is in USD unless stated otherwise.

All payment must be made through Paypal invoice due to past complications with PayPal.me.

I will invoice you (the client) what is owed after negotiations are confirmed.

Work may only begin once a payment has been made.

Payment required up front if the cost of a work is \$20 USD or lower.

If the cost of work is over \$20 USD, 50% up front must be paid and the rest must be paid upon sketch.

Payment may also be done in installments by levels.

EG., sketch price up front. If you want lines, then the difference must be paid up front. This can continue up to colors, shading, and backgrounds.

If the client is unable to pay until a later date, I am willing to put the work on hold until they are able.

Prices shown are the base price.

These may be negotiable based on size and detail.

If I do not accept a price change, please do not try to haggle.

If you (the client) would like to cancel, notify me ASAP.

If I am unable to complete the work, I will notify you (the client) ASAP.

I will not refund if the work has been completed.

If I have not started the work, the client may receive a full refund.

If I have started work, the client will receive what is completed and pay up to that level.

If I cancel, the client will receive a full refund regardless of how much work is done.

I will notify you (the client) ASAP if I intend to cancel, and will discuss alternatives if preferred.

# COMMUNICATION, PROGRESS, and ALTERATIONS

I will respond promptly and to the best of my ability to any questions or concerns you may have. However, art is not my primary job. Please understand, if I am delayed in responding, this may mean I am at work, asleep, or just unable to answer in general. I will respond as soon as I am able. I will inform you if I am delayed on my side.

I will require a visual reference of some kind for any art created.

Literary references are allowed, but they must NOT be your only or primary form of reference. They are best for figuring out proper emotions, but I may have trouble if they are meant for completing a visual reference.

Any full-body commission will receive a sketch for approval.

For hard-lined or cleaned sketches, a quick-sketch will be provided for approval. Thumbnails and/or pose sketches may also be provided for approval.

I may not always be able to get progress shots after the sketch, but will do my best to do so. Progress shots may be limited to low-res preview images.

At rough sketch or below, major alterations may be requested. I will not, however, redraw a rough sketch more than 3 times.

Traditional work may not be able to take alterations after the pencil sketch, especially after inking and/or coloring.

Digital work will be a case-by-case basis after the clean sketch. I will allow for "minor" changes.

Within 2 weeks after digital commission completion, I will allow for 2 "minor" changes. Most alterations are allowed for anatomical or design flaws, any further or major editing may cost extra.

## CONTENT

You may be charged for additional characters in a single image.

The charge for characters is negotiable after 3 additional characters.

I still have a considerable amount of weaknesses, so some things such as scenery, humanoids, and robotics take a little longer to draw.

I will do fanart, but it may be limited to what I know/am interested in.

Please be aware it may not look good in my style, or that I might not be able to translate the source style well enough to my own.

#### **Telegram Stickers**

I will not draw NSFW stickers.

When a pack is complete, I will upload it to Telegram as its own pack with my personal sticker, and give you the link to add this pack to your stickers.

I will upload a preview of each pack on my site. Please let me know if you wish to delay my uploading for a special reason, or if you do not wish for me to add the link to my upload of the pack to the submission. I can provide a .PSD of the entire pack, as well as resized .PNGs of each sticker. You may upload these to your own pack.

I offer sketch previews for these. I may offer different poses for the same sticker, depending on my inspiration for it, that you may choose between. You may request multiple of these to be turned into a finished sticker for the current price.

## **CONTACTS**

Email - SandScalesArt@gmail.com - You may contact me at my email address for any art-related reasons.

**DeviantArt** - <u>SandScales</u> - This is one of the best places to contact me. Send me a note. I check this site almost daily.

**FurAffinity** - <u>SandScales</u> - Please do not contact me here. While I do have an account, I rarely use this site due to time.

**BlueSky** - <u>@SandScales</u> - Please do not contact me here. While I do have an account, I rarely use this site due to time.

**Weasyl** - <u>SandScales</u> - Please do not contact me here. While I do have an account, I rarely use this site due to time.

**Telegram** - @SandScales - I check this daily, it is absolutely the best way to get in contact with me. However, please do not use this as an excuse to just chat with me. I will delete chats from my Telegram after the commission is completed to save space on my devices. Please understand, if I am delayed in responding, this may mean I am at work, asleep, or just unable to answer in general. I will respond as soon as I am able.

Please do not contact me with the intent to chat, nor for asking for art advice. As far as art advice goes, there isn't anything I can give that hasn't been said before. All I have learned has been gained through looking at tutorials and practicing.