

# **Zaski's [ZaskiTheDragon/ZaskiDoesArt] Terms of Service**

(Large parts of this form were taken from [Lady Rain's \[WinterSnoWolf\] Terms of Service](#) with permission given)

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**This is a guide.** I as an artist hold my right to use my prices as a baseline and charge accordingly for my time and skills. I also can modify or change these T.O.S. at any time I feel necessary. Each & every piece I make is unique and will vary in price due to complexity and details. If you have any questions please just ask. By commissioning me, you are agreeing by contract, to have read, understood & agreed to my T.O.S.

## **PAYMENT**

- Since a commission is a contract, customers must be 18 years of age and older. No exceptions.
- I take payment via paypal in USD currency, full payment before any commission is begun.
- Payments may be made directly or by invoicing. *Invoice is preferred.*
- Absolutely no e-check payments. If payment comes in as an e-check your payment will be refunded. Please have funds ready to send when you first inquire.
- I retain the right to refuse any commissions that I may personally feel I will not represent well, do not agree with the subject matter or simply for any reason. Please respect my decisions.
- I also retain the right to partial-refund you at any point in the commissioning process if I feel I cannot continue. A partial-refund of the uncompleted works value will be given. The commissioner will also receive whatever completion of the commission I stopped at.
- Once given an invoice your payment must be received within 3 days. Failing to do so will result in your commission being canceled and you must re-apply with a new quote. If more time is needed to pay please address that in initial commission contact.
- Payment plans can be arranged if absolutely necessary. Please PM me if you would like to ask for this.

## **USE**

### **You may-**

- Crop a portion of your image to use as an icon (& make any small modifications to fit this need)
- Repost my art with the watermark & signature intact with a link back to me
- Print it for personal use only
- Only the paying commissioner(s) have my expressed consent to repost it. If you are in the image but did not contribute funds towards it, you **MUST** inquire with me and the original paying commissioner(s) and receive their written consent first before reposting.
- Request the SAI/PS file within 90 days of completion, just send me a note!

### **You may not-**

- Use art that is not yours/doesn't belong to you. Period.
- Remove my signature, or watermark on any piece of art
- Claim that my art is made by you
- Trace, recolor, modify or edit any piece
- Edit the art (either yourself or from another artist) without asking me first
- Harass me about the progress of your commission.
- I retain the rights to every and **ALL** my images. This means do not try to sell prints or make money off your commission.

## **CHANGES**

Sketch WIP: When given a sketch WIP [work in progress] to review, please go over the image thoroughly and gather all necessary changes before contacting me. I require all changes addressed in one email.

- Up to two (2) large revisions [such as pose, or body positions & anything else *important* that may be minor eg- expression, eyes open or closed, etc] may be made in the sketch WIP stage only.
- For traditional pieces: markings will be sketched out in this stage, and this stage is the **ONLY** available time to edit them. Once I begin lining/coloring I am not able to edit your piece's markings/pose/etc.

Flat colors WIP: For commissions past the flat color stage (cel/soft shaded & detailed images) a flat color WIP will be shown to approve marking placements. Traditionally done pieces do not count in this category.

- I will make adjustments and changes to marking placements in the flat color stage pending they are my mistakes. Any markings not originally

described/shown in the initial contact or mentioned in the sketch stage wip will result in an adjustment fee.

After your WIPs are shown and I have completed the piece, additional fees will be implemented to any and all changes once the piece is delivered. This is not negotiable.

- Any additional changes that are NOT apart of your original commission description, and after I have made changes to your commission in the WIP stages shown to you, WILL result in added charges before the extra changes can be made. Examples would be adding additional props, more characters, your markings have changed and I have not been notified, etc. All changes/adjustments are quoted and charged depending on the amount of extra time it has taken me to make the modifications. This is usually done per the hour rate. If I only take half an hour, you will only be charged for that amount of time.
- Please note with traditional pieces: changes cannot be made at this stage. If you want me to create the piece over again with the changes you want, you will be charged for a full second piece.

I do require a response to me after I have sent you each WIP stage. If I have contacted you with a WIP already and seen you have read the message & never responded to me any changes to be made or written told me to go ahead and continue, I will inform you that I am forfeiting your chance for changes/approval for that stage and continuing on. Commissioners are given a total time of 1 week (7 days total including weekends & holidays) to get any response to me. If no response is given I will inform you I will be continuing on without your approval and no changes or alterations may be made from that stage without paying an additional fee. My time is valuable too and I want to get you your pieces to you quickly. To do so, please be willing to communicate with me as I do to you.

If you need changes in the finished product, just tell me! I want you to be 100% satisfied with your commission!

# **REFUNDS**

## **ALL SALES ARE FINAL**

Refunds are evaluated on a case by case basis. A full refund (minus paypal fees if past the 60 day sent mark) will be given if work has not begun. If I have already begun progress on your commission & then a refund is inquired about, then a partial refund amount will be determined as brought up in the payment section.

Do not file a chargeback via paypal; Just get into contact with me (by email or note on FA) and I will be happy to issue you a fair refund. ***If you do a chargeback without informing me you will be permanently blacklisted.***

If you block me from contacting you, and still expect your commission, think again; This tells me you do not want your commission anymore and NO REFUND will be given. Period.

Once the commission is 100% complete & delivered I cannot offer any kind of refund as the customer has already received the finished product.

## **ALL SALES ARE FINAL**

# **FAQ**

*-Do you offer 'mature' art? (nudity, gore, etc)*

Branching into it. Inquire for specific requests.

*-I don't have Paypal/I can't access it at the moment. Will you accept any other forms of payment?*

At the moment, the answer to this question is no. Maybe we could work a trade out instead? Note/email me.

*-You don't have [example] that I see in your gallery offered as a commission. Why not?*

Not everything I draw is an example of what I sell. Please note/email me if you have a special request, and we can try and work something out.

*-What do you use to draw?*

Most of my art posted on FA is digitally drawn with a Wacom Bamboo tablet used with PaintTool SAI. However, I love doing traditional more than that, which I primarily

use watercolors and copies for. Even more than that though, my main focus is sculpture, and not just the kind made out of clay. I should be posting some of them soon actually.

## **OTHER**

- By agreeing to commission me, you are admitting to have read my T.O.S. and are in agreement with them.

- Please drop me an email: [zaskidoesart@gmail.com](mailto:zaskidoesart@gmail.com) if you should ever have any questions pertaining to a pending commission.

- Using proper grammar, capitalization & punctuation is awesome. Spending an extra moment to type out "You're", "At", and "Someone" instead of "Ur", "@", and "sum1" makes me happy :) If you are not very fluent in English, I will happily overlook this.

- Don't hesitate to get into contact with me via notes or twitter DMs! I answer them near immediately unless it requires a lot of thought. [@Zaskina](#)

- Any & all kinds of commissions are fine, just note me for a quote or if you have any inquiries :)

*Please keep in mind This Is a Job To Me. Respect me and I will do the same. I am not a robot with a pencil for an arm. I require food, rest and time just like anyone else does.*