COMMISSION TERMS AND CONDITIONS

This	contra	act is	s an	agreement between the client, a	and the
artist	, <u> </u>	adi-	<u>shi17</u>	This agreement between TWO individual parties will o	officially
start	on	_/	_/	and will be effective all till the commission has been finali	zed.

The specific terms of this contract are as follows:

SECTION 1. APPLYING FOR COMMISSION

- 1.1 The client would be FILLING OUT THE COMMISSION SHEET that will be provided SUBSEQUENT TO THE SIGNING of the terms and conditions between the two individual parties.
- 1.2 The client will fill in the information needed in complete detail. In the situation that the client desires to add or a change of style, design, or asset, ADDITIONAL COMPENSATION will be added to THE BASE PRICE OF THE COMPENSATION. See <u>Section 3. Pricing</u>.
- 1.3 The client hereby agrees, by signing this agreement that all information provided in THE COMMISSION SHEET IS IN FULL DETAIL.

SECTION 2. ACCEPTING THE COMMISSION

- 2.1 The Artist HAS THE RIGHT TO DECLINE A COMMISSION in the situation that the artist:
 - a. Won't be able to complete the commission as per the client's request.
 - b. Sees the contained elements that are outside her capabilities or the boundaries of the Artist; such as:
 - i. Furry Art
 - ii. NSFW Art
 - iii. Mech Art
 - iv. Gore
 - v. Child Pornography
 - vi. Information/ Asset/ Art that aims to be used in a harmful way
 - c. Feels uncomfortable or overwhelmed by the requested commission.

- d. An emergency has come up that causes the Artist to not be able to continue the commission. Such as:
 - i. Death of a family member
 - ii. Sickness/ Disease
 - iii. Accident/ Injury

Should the client still decide to pursue the commission, see **Section 4. Payment Method and Intervals**.

- e. The client does not agree to the terms and conditions of the commission.
- 2.2 To secure the slot of the commission, A RESERVATION FEE IS REQUIRED and would be paid upfront subsequent to the signing of the terms and conditions.
 - a. An adequate amount of time should be given to the Artist to review the commission sheet before asking for THE RESERVATION FEE.
 - b. Should the commission pursue, THE RESERVATION FEE WILL BE DEDUCTED BY 50% OF THE BASE PRICE OF THE COMMISSION.
 - c. In the situation that the Artist or the Client decides to not continue the commission, GIVEN THAT THE ARTIST HAVE YET TO START, a full refund will be provided. For more detailed information, see Section 5. Grounds for Refund.

SECTION 3. PRICING

- 3.1 The Artist will provide two (2) pricing categories: The base price and the revision price. The base price is the price of the commission itself without the revision fee. The revision fee is the price of each revision after using up the free revision slots provided.
- 3.2 The base price of the commission are as follows:

a. ORIGINAL STYLE

- i. Fully Rendered
 - A. Headshot \$12 / Php320
 - B. Bust \$18 / Php500

- C. Half-body \$28 / Php760
- D. Full Body \$35 / Php880
- ii. Flat Colors w/ Minimal Shading
 - A. Headshot \$10 / Php250
 - B. Bust \$15 / Php350
 - C. Half-body \$24 / Php600
 - D. Full Body \$30 / Php790

b. CHIBI STYLE

- i. Fully Rendered
 - A. Full Body \$30 / Php750
- ii. Flat Colors w/ Minimal Shading
 - A. Full Body \$20 / Php510

c. MATCHING ICONS

- i. Fully Rendered Only
 - A. Headshot \$15 / Php350
 - B. Full Body \$22 / Php450
- 3.3 Each client can ask for 3 MINOR REVISIONS and 1 MAJOR REVISION for free. Once all of the free revisions have been used, the artist will ask for an additional compensation for each revision.
- 3.4 The classification of a MAJOR REVISION.
 - a. Change of character(s)
 - b. Change of pose(s)
 - c. Change of background after the artwork has been fully rendered/shaded
 - d. Canvas size of the artwork
- 3.5 The classification of a MINOR REVISION.
 - a. Color of the character(s) or background
 - b. Small adjustment(s) to the pose (e.g. "the arm should be a bit higher")
 - c. Size adjustment(s) of body part(s) or item(s)
 - d. Adjustment(s) to the facial expression
 - e. Addition of extra details or items
- 3.6 The compensation per revision.
 - a. MINOR REVISION \$5 / Php140

b. MAJOR REVISION - \$18 / Php495

SECTION 4. PAYMENT METHOD AND INTERVALS

- 4.1 The Client may pay through the following online money wallet and transferring services:
 - a. GCASH
 - b. PAYPAL
 - c. BANK TRANSFER THROUGH QR CODE
- 4.2 the Client will NOT DISCLOSE THE IDENTITY OF THE ARTIST ON ALL GROUNDS. Should the Client share personal information of the Artist, the artist has all the right to BRING THIS MATTER TO THE COURT AND PRESS CHARGES.
- 4.3 The Artist will be asking for full payment AFTER the commission has reached Phase 4; the phases are the following:
 - I. ILLUSTRATION
 - a. Phase 1: Initial Sketches
 - b. Phase 2: Line art
 - c. Phase 3: Flat Color
 - d. Phase 4: Rendering/Shading
- 4.4 The amount to pay after the final output would depend on the BASE PRICE IN ADDITION TO THE REVISION FEE. See **Section 3. Pricing**.
- 4.5 The Artist has the right to not continue the commission TILL SHE HAS BEEN PROPERLY COMPENSATED FOR HIS/HER PREVIOUS OUTPUT.
- 4.5 In the situation that THE CLIENT FAILS TO PAY FOR THE FINAL OUTPUT, the Artist will put the COMMISSION ON HOLD till she is properly compensated.
- 4.6 As such, it is within the right of the Client that this ruling is done to prevent clients from canceling at the last minute or running away from the Artist after receiving an output.

SECTION 5. GROUNDS FOR REFUND

- 5.1 The Client has the right to ask for a refund FOR THE RESERVATION SLOT ONLY should they wish to not continue the commission.
- 5.2 The Client MAY NOT ASK FOR A REFUND if he/she:
 - a. Does not like the final output
 - b. Encountered a financial problem on their side
 - c. Decided to not finish the commission
- 5.3 The Artist has the right to refuse to give a refund. PAYBACKS THAT ARE NOT APPROVED BY THE ARTIST WILL BE DISPUTED.

SECTION 6. PROGRESS REPORT

- 6.1 The Artist will provide CONTINUOUS UPDATES to the Client regarding the progress of the commission.
- 6.2 The Artist will send the PROGRESS REPORT AT THE END OF EVERY WEEK.
- 6.3 The Artist will USE EMAILING SERVICES such as GMAIL, INSTAGRAM, TWITTER, AND/OR DISCORD to send the progress report to the Client. Should the Client desire to use a different messaging platform, kindly provide it on the commission sheet.
- 6.4 The Artist MAY NOT CONSIDER RECOMMENDATIONS from the Client ONLY UNDER THE CONDITION that the Artist is recommending with no finished draft presented.
- 6.5 The Client may give recommendations/ feedbacks/ and ask for changes when the Artist provides the drafts.

SECTION 7. THE USE OF THE COMMISSION PIECE

- 7.1 The commission piece CANNOT BE USED as a COMMERCIAL PIECE or CLAIMED AS YOUR OWN.
- 7.2 The commission piece is for PERSONAL USE ONLY.

7.3 The Client may post the commission IN THE CONDITION THAT PROPER CREDITS ARE PROVIDED ON THE DESCRIPTION, CAPTION, OR TITLE AND THE WATERMARK IS NOT CROPPED OUT OR COVERED.

THE RIGHTS OF THE ARTIST

I, the Artist, own the commissioned piece and have full rights to the item provided. The client may not claim it as their own or use it anything other than for personal use.

Any alteration of my work is prohibited and should not be used to train Artificial Intelligence Art, Non-fungible token, or for uses that can bring harm to other people.

As such, the client, should they desire to post the work, should provide proper credits with a link back to my portfolio, account, or website.

By signing this agreement, you hereby agree to all the conditions that are presented in this paper and will abide by the terms of this service.

NA	ME OF CLIENT/ DATE	