

Maura Pompili

# PANTHERA ARVEN

## Commission Terms of Service

Last updated June 3rd, 2020

### **View current commission prices**

Upon placing a commission order, you automatically agree to the following terms. Please take the time to read them thoroughly, as I may decline working with you if your request does not abide to my terms of service. These terms are subject to change at any time. Please refer to the log at the bottom of this document to view all the updates.

#### **General Terms of Service**

- I reserve the right to decline any commission request that I'm not comfortable with.
- I retain copyright over the commissioned pieces. This includes but is not limited to, being able to post the finished artwork for self-promotion and uploading it to any of my art galleries, or Youtube videos. The commissioner has permission to reupload, redistribute and print out the artwork for personal use (icons, wallpapers, etc.), provided that proper credit is given.
- The commissioner is **not** allowed to sell the artwork or products derived from it (t-shirts, prints and other gadgets), or otherwise make a commercial profit out of it, **unless previously agreed upon.**
- In the event that the artwork is needed for commercial purposes, I will produce a
  digitally signed document addressed to the commissioner, in which I surrender
  commercial ownership of the piece in question in favor of the commissioner. This
  is known as Commercial License Agreement (CLA). Each CLA document only
  covers one individual piece.
- Artwork that includes copyrighted characters (e.g. Disney characters) is not eligible for commercial use.
- The commissioner must provide a clear reference image or a detailed description of what they would like me to draw. I work from both visual and

written references. For optimal results, the commissioner is welcome to be as specific as possible as to what they would like me to draw. This includes a canvas size, character poses, expressions, important character details, background details (including environment, time of day, weather, etc.)

• I have a policy for edits, revisions and tweaks done to the artwork. Please refer to the *Editing Policies* section below for more details. If I have made a mistake in the artwork (eg if the character lacks a detail *that was specified in the visual or written reference*), the artwork can be edited free of charge.

#### What I will and will not draw

#### I will draw:

- All kinds of animals, real or fantastic, folklore creatures,
- Original characters (OCs), fanart, cartoon/book/videogame/movie characters
- Anthros, humans and humanoids, environments, weapons, clothing, armor
- NSFW: mild-to-moderate violence/gore, blood, certain kinks (ask if in doubt)

#### I will NOT draw:

- Exposed genitalia of any kind, intercourse or the implication of intercourse
- Underage pornography or suggestive works involving minors
- Incest, abuse, rape, anything non-consensual
- Zoophilia, feral characters in nsfw or suggestive situations of any kind.
- Racism, sexism, homophobia, discrimination against any existing religion or minority
- Politics and political movements or agendas, including symbols or flags associated with political parties of any kind
- Extreme violence/gore, vivisection, torture, sadism, self-harm, suicide or incitement to suicide

## Regarding payment

- I accept payments in Euro (€) and United States Dollars (USD, \$) via Stripe invoice (like Paypal but better, you don't need a Stripe account to pay). Once we agree on the price, the commissioner will be asked to provide their e-mail address in order to receive the invoice.
- I also accept Bank Transfers, contact privately for bank info.
- I request payment **upfront and in full**. Once the payment has gone through, I will start on the commission.
- For larger projects (above €200/\$240), payment in installments is accepted. In this case, half (50%) of the payment is due upfront before the commission is started, and the final, second half, is due upon completion of the Flat Color stage, or equivalent (see the "Working Process" section for more details).
- For orders \$80 or lower, *I accept payment in DeviantART points*, via the "Shop" section on the top bar on my DeviantART front page. If this payment method is chosen, I will create a payment option specifically for the commissioner on the Widget.
- The commissioner should not send payments without my consent, but rather wait for me to send an invoice first.

### **Refund policies**

- If the commissioner opts out of the order before I show the first progress image, they will be refunded 80% of the total payment. If they opt out before the piece is 50% completed, they will be refunded the price of the stages of the commission that have not been completed yet. If they opt out after the piece is 50% completed, no refunds are applicable.
- No refunds are available for finished pieces.
- I may decide to cancel the commission at any stage with no obligation to provide a reason. In this case, the commissioner will be refunded 100% of the total payment.

## Detailed working process and completion times

Following is the entire work process from start to finish:

- 1. The commissioner places an order, by contacting me privately on any of my social media: <a href="DeviantART">DeviantART</a>, <a href="Instagram">Instagram</a>, <a href="Patreon">Patreon</a>, <a href="Facebook">Facebook</a>, <a href="Twitter">Twitter</a>. The order should specify a preferred canvas size/image ratio if required, and include the character(s) that I should draw, as well as any details such as poses, expressions, background details, etc.
- 2. I give the commissioner a price and time estimate for the piece, for them to agree with. Upon agreeing, the commissioner shares their e-mail address, to which I send an invoice via Stripe.
- 3. Upon paying the invoice, the commissioner is added to my <u>Trello Customer</u> <u>Queue</u>, where I publish any and all updates to all my commissions.
- 4. **Initial concept art / WIP:** within four weeks (28 days) of paying the invoice, I get back to the customer with the first rough sketch of their piece, for the customer to approve of. The commissioner is allowed MAX TWO (2) edits free of charge during the sketching stage, any further edits will be charged a flat price (see section below for details). If the commissioner ordered a black and white sketch, this is the stage at which I deliver the finished piece.
- 5. **Lineart:** once the sketch is confirmed, I proceed with the refined lineart of the piece, and once again show the commissioner. NO CHANGES are allowed past this point, unless it was my mistake.
- 6. **Flat colors & shading:** it is the first coloring stage of the commission. If the customer is paying in installments, this is where the final payment is made.
- 7. **Rendering & completion:** it is the final stage of the piece, in which all the details are added. Once this stage is complete, I show the commissioner the finalized artwork, in a high-resolution jpeg or png file.

**Regarding completion times:** Please note that the following are rough estimates of my completion times. In general, the more detailed a piece, the longer it will take to complete. During these times, I will keep you updated with WIPs of your piece whenever they are available, as explained above. After the initial four weeks waiting time for the initial concept art, you are guaranteed at least one update a week until completion.

Artwork type>	Black and white sketch	Color concept / Cel shading	Rendered without background	Rendered with background	Comic page / reference sheet
Completion times	2-4 weeks	4-6 weeks	6-8 weeks	8-10 weeks	10-12 weeks

## Artwork editing policies and Concept art fee

- I will provide edits/tweaks to the artwork free of charge if it was my mistake (e.g. if the character lacks a detail that was specified in the visual or written reference).
- I allow a certain number of edits at specific stages of completion of each type of artwork. Please refer below to see which and how many edits are allowed, as well as the fees for eventual additional edits past the permitted ones:

Artwork type	Changes allowed: sketching stage	Changes allowed: coloring stage	Extra/Additional revisions past allowed changes
Black and white sketches	NO CHANGES ALLOWED. The artwork is delivered directly at its completed stage.	N/A	€15 per revision
Colored artwork (includes Color Concept, Cel Shaded, Rendered artworks)	MAX TWO (2) CHANGES	NO CHANGES ALLOWED	€35 per revision

- If you are a creator with a general idea but no visual or written references, and wish to experiment on the character's physiology/design, or if you are unsure about what you would like, or prefer adjusting the artwork as it's being created, there is a **Concept Art option**.
- The Concept Art fee comes with an extra amount of edits, revisions or studies that are **not normally included** in my commission prices. For example, if you are unsure about your character's physiology or markings, the Concept Art option allows for a number of extra sketches exploring various design choices.
- The Concept Art fee edits are added *on top of* the changes that already come with your commission type (specified in the tab above), meaning you get *both*.
- The fee can be applied to all my preexisting commission options and changes based on the option that you order:

Artwork type	Concept Art fee rate	Number of edits, revisions or studies introduced with the concept art fee	Flat rate price for each additional revision after the included ones
Black and white sketches	+30% of established base price	Up to two (2) edits, revisions or studies included	€10 per each new edit, revision or study after the included two.
Colored artwork (includes Color Concept, Cel Shaded, Rendered artworks)	+50% of established base price	Up to two (2) edits, revisions or studies included during the SKETCHING stage Up to two (2) edits, revisions or studies included during the COLORING stage	€20 per each new edit, revision or study after the included four.

#### Good conduct - artist and commissioner behavior

- I strive to be polite and professional with all my customers, and I appreciate receiving the same level of respect from them. If the commissioner is rude or unreasonable, I will decline working with them.
- I am friendly and easy to work with, however please do not mistake friendliness for familiarity. These are business transactions first and foremost. If I feel that my friendliness is being taken advantage of, the commissioner will promptly be made aware of it.
- The commissioner should not spam me or hunt me down asking for updates. It's in my best interest to share updates as soon as they are available, and in accordance with the completion times listed above. With that said, it's perfectly alright to ask for updates from time to time and I'll be happy to share them.
- The commissioner has my utmost respect and gratitude, however paying me is not a pass to acting rude, entitled or demanding. In extreme cases, if the situation with the commissioner escalates out of control, I will cancel the commission and retain part of the payment as compensation for the time wasted. In this case, proof will be provided in the form of screencaps of the conversations between me and the commissioner.
- If the commissioner charges back the payment during or after the piece has been completed, they no longer have any rights to that artwork. This might include their character's features being removed and the pose in that picture being reused (e.g., for a YCH). The commissioner will be blacklisted permanently from any more commissions from me.

### Shipment of physical pieces

• I offer worldwide shipment of original Traditional pieces for an extra fee, which varies based on your country of residence:

-Europe: €5/\$7

-The Americas, Asia, Africa: €7/\$9

-Oceania: €10/\$13

• Once I ship the package, I have no control over what happens beyond the post office. I do not hold myself responsible for delayed or missing packages.

#### **Commission Discounts**

- Upon placing three (3) orders together, the third one is 30% off. Discount not applicable to ACEO cards and Comic pages.
- Character discounts: if you order a commission with more than three characters, discounts will apply:
  - -Any character after the third is 30% off, regardless if feral or anthro.
  - -Any character after the sixth is 50% off, regardless if feral or anthro.
- Supporters on Patreon starting from the \$20 tier get commission discounts proportional to the amount they pledge, on top of getting access to custom artwork thanks to their pledge.
  - -The \$20 Patreon tier gets 10% off on all commissions.
  - -The \$40 Patreon tier gets 20% off on all commissions.
  - -The \$60 Patreon tier gets 30% off on all commissions.
  - -The \$80 and \$100 Patreon tiers gets 40% off on all commissions.

Please visit my Patreon for more info

#### **Document change log**

**June 3rd, 2020** - Document created, Terms of Service introduced

**September 7th, 2022** - Changes to "What I will and will not draw" section

**January 15th, 2025** - Changes to the "Do and Don't draw" section