The following is VoidwalkerArt's Terms of Service for personal, non-commercial commissions. Any commercial inquiries must be sent to <a href="mailto:voidwalkerart@yahoo.com">voidwalkerart@yahoo.com</a>. "Client" refers to the person who has sent payment. Where there are multiple character owners per image, but only one payee, all rights defined in the "Commissioner/Client" section apply to each character owner when applicable.

Future changes to this Terms of Service do not apply retroactively unless it is a change that benefits the client.

### How to Contact Me

I maintain multiple tandem galleries, however the best way to contact me about the status of your art is via email (<a href="voidwalkerart@yahoo.com">voidwalkerart@yahoo.com</a>) I usually respond within 48 to 72 hours.

## As the Artist

- 1. I reserve all rights granted unto me by US Copyright law and the Moral Right to my work regardless of the characters depicted.
  - a. This includes the right to redistribution on any site that I choose or as an advertisement for my services. Clients wishing to hinder my ability to post freely on any site where I host an active gallery will have to buy out my rights as commercial rights. Clients wishing to buy out commercial rights must email me and we will discuss a price. This does not include cropped versions to sites like FA, linking back to the full version on another site. b.I politely decline any requests to remove work from my gallery for any reason. Requests for cropped versions to unpreferred sites must be discussed before posting.
  - c. I reserve the right to edit or modify any commission for commercial or advertising purposes.
- 2. I do not accept permanently private commissions unless a client buys out the commercial rights. I will delay posting for special events such as birthdays or anniversaries for free.
- 3. I reserve the right to cancel and issue a refund at any time. I will reuse any progress made on the piece as I see fit. The client loses all rights to the art as is once the refund has been issued

### As the Commissioner/ Client

- 1. The client may repost the art at will with due credit to me on any site that they choose.
- 2. Character rights will remain with their owners/creators.
- 3. The Client may not use the art to advertise paid services or for any other form of monetary gain. This is a violation of my copyright, and is considered a commercial project. To buy out my rights, please email me and we will discuss a price.
- 4. The client may not edit or modify my work, or have my work edited or modified by another artist, without express written permission.
  - a.Any violation found will have a DMCA issued against all copies without notice.
- 5. The Client may cancel their commission at any time for any reason. A refund will be issued, the amount of which will depend on progress and reason for cancellation.
- 6. The Client may request your commission as "Do Not Post" on third party sites where I am not the original poster such as E621.
  - a.l grant clients rights to issue takedown requests against third parties, whose characters are not depicted in the image.
- 7. The Client may produce prints strictly for personal use either on your own, or at a commercial printing shop. The client MAY NOT produce prints for commercial or monetary gain. Feel free to email me if a printing shop needs confirmation. Let me know in advance if you wish to have an item printed so that I may work in a proper format and we may discuss printing.

## What I Will and Will Not Draw

#### I will draw:

All rating levels (G - M18+)

Humans/Humanoids

Creatures

Monsters

Anthros

Ferals

Non-sexualized Gore/Character Death

Trans/Intersex/Queer characters

Most body types

**Body Horror** 

Mechanical

Size-difference

#### I will not draw:

Bodily functions (scat, watersports, gas, etc)

Macro/Micro

Hyper (muscles, genitalia, etc.)

Clop

Necrophilia

Non-con/Dub-con

Incest

Minors, shotas (even if they are "of-age"), or cubs in sexual or gore situations.

Hate or political art

Imitation of another artist's style

I reserve the right to turn down characters, ideas, and themes with which I am not comfortable. Don't see your idea listed? Ask me!

# **Pricing/Refunds**

- 1. Prices are non-negotiable and should be paid in USD.
- 2. Payment is due upfront for commissions under \$150. The unmarked full resolution image will not be released until the balance is paid.
- 3. Once work is started I <u>will not</u> issue a full refund. Partial refunds will be issued for commissions cancelled after work has begun. If the image is already complete, I will not issue any refund. I am willing to make edits until the client is satisfied.
- 4. I reserve the right to cancel for reasons including, but not limited to, unforeseen inability to complete the commission, rude or harassing behavior, or an inability to communicate effectively. Should I choose to cancel work on a commission, payment will be refunded in full.

## Payments/Tips

- 1. **<u>Do not</u>** send me payment without an invoice from me. It will be treated as a tip/donation. This does not apply for stream commissions.
- Tips are welcome, but will not provide me an incentive to move up the priority on your commission.

## **Fees**

1. Deadlines

- a. I require a minimum of two weeks to work on sketches and a month for full color images.
- b. Rush fees may be applied at the artist's discretion and will vary case-by-case.
- c. Commissions with a deadline will take priority over those without. Closer deadlines will take priority over farther deadlines.

### 2. Complexity

- a. Complexity fees may be applied at artist's discretion and may vary in price depending on the details. These prices will be included in the original quote upon seeing character reference and background reference (if applicable).
- b. Fees may be applied for details such as wings, specific stripes/spots (not randomized), individual scales or feathers over the entire character, intricate architecture, segmented characters, or complex markings, tattoos or scars.
- c. Characters with solely written references may fall under a complexity or design fee.

## **Edits**

I will send one (1) sheet of thumbnails with very rough poses before continuing on any commission besides Wing-Its. After this stage, sketches may not have any reposes. If you desire a different pose, you must commission me again for it.

I will do three(3) major edits to the sketch for other items after which each editing session will cost extra depending on the edit.

Once your sketch has been approved there are no more changes except for artist error and coloring errors. I will always fix my own mistakes for free. Please have any and all relevant information ready for me prior to contacting me. Upon deciding what you'd like to see, please share any ideas and reference images with me, including character references, background references, accessories and/or clothing.