

# GABBERDRAW COMMISSIONS

## TERMS OF SERVICE

### GROUND RULES

#### ✓ WILL DO:

- ❖ Character Work - OCs / Sonas / Humanoid Characters / Your Faves
- ❖ Scenes - Action, Romance, Suspense, etc
- ❖ NSFW
- ❖ Furies / Animals \*
- ❖ Backgrounds \*\*

*\*I do lean to a more semi-realistic style, I don't draw backgrounds or animals that often but if you have faith in me I will do my best for you!*

*\*\*Backgrounds I can manage in a painterly and or simplified style, we may discuss terms for this.*

#### X WON'T DO:

- ❖ Hate art (racism, sexism, transphobic, character specific in general, etc)
- ❖ Harmful/Noncon Kinks (if it's not safe or consensual, it's not happening)
- ❖ Mechas/Too Complicated Machinery
- ❖ Explicit Gore (guts, entrails, torture, etc)
- ❖ Character Designing from scratch\*

*\*I will not design characters for you. Please have an established character with visuals and or descriptions ready to be translated into an illustration. These include but are not limited to: face claims, character sheets, reference art, bios, etc.*

- If you are unsure if your requested content fits the above, please don't hesitate to ask. We can discuss terms.
- **IF YOU ARE REQUESTING A NSFW COMMISSION** you are affirming you are over the age of 18. **Should it be found that you're lying, you will be blacklisted and blocked from my socials with no refund.**
- I have the right to refuse a commission for any reason.
- Creative Process will not start until minimum or full payment is due.

### CREATIVE PROCESS

Steps in how I personally take on a piece for your consideration and convenience. I will alert you when I am about to start every step and process work. WIP shots will be emailed/DM'd to you frequently. Progress and commission queue can also be kept tracked on [Trello, here](#)

## Important

! All Illustrations are done on a tabloid size canvas (11in x 17in, 300dpi) but may be cropped or enlarged to commissioner's request.

! All WIPs and progress work sent to commissioner will be heavily watermarked and low resolution. Commissioner will receive hi-res files of work as required (full resolution pngs/jpgs, vector files, eps, etc - should you require a different file type, just reach out to the artist).

! Changes, as requested by the commissioner, must be done DURING THE SKETCHING PHASE. Afterwards, the commissioner is limited to 3 changes in the Finalizing process. Any more changes after will be charged. (See Payment > Upcharges)

**Brainstorming / Research / Thumb-nailing** - This is where I discuss with you how you want your piece to look. During this time I take in your reference work and any other information you give about certain looks/characters/scenes/etc. This is where I also ask questions, ask for follow up references if needed, and bounce back ideas with you on the piece. During this time, I will make quick doodle work of compositions/poses/etc and swatch sample colors as needed for you on how you want your piece to look. When a look is settled I will begin sketching.



**Sketching** - I get to work on a rough sketch of the piece. During this time, poses and composition will be worked out and lots of communication will occur for feedback, fixes, and any final touches. Sketches will be cleaned more and more as revisions happen.



**Finalizing** - Once sketch is approved and finalized I finish the piece with one of the following as chosen by the commissioner:

- Lineart: Sketch is finalized and this is in the stages of being completed. Lineart is usually in black and white/high contrast shadows and colors unless specified otherwise.
- Color (Flats): base colors are applied with light textures, markings, and other details.
- Color (Cel-Shaded): Base colors are applied with light textures, markings, and other details with a single colored hard edged shadow (think anime shadows)
- Illustration: fully rendered piece with color, shading, and rendered textures and values.

## TIME

- Commissions are first come, first serve basis. May take up to 3 days to 2+ weeks
- More complex works with environments will take more time than the stated turn around, please plan and or be considerate accordingly.

- **SHOULD YOUR COMMISSION HAVE A DEADLINE** for whatever reason PLEASE say so and communicate what date you would like to receive your piece (**Upcharges will apply**). Commission will be prioritized and raised up in the commission queue.
- Turn around time depends also on your response time to emails/messages regarding your commission. So please pay attention to your inboxes and respond in a timely manner.

## PAYMENT

**! I DO NOT ACCEPT CRYPTOCURRENCY AS PAYMENT. SHOULD YOU TRY TO PAY WITH CRYPTOCURRENCY YOU WILL BE BLACKLISTED.**

- All payment must be made upfront and through Paypal via invoice. I also accept tips and payment for smaller commissions via Buy Me a Coffee.
- Currency accepted is USD (\$)
- Do not send money before we have agreed on the price and/or I have sent you the Invoice.
- Work does not start until initial payment is made.
- Payments \$100 and over may qualify for payment installments.
- Commissioner will **NOT** receive the final piece(s) until all payments are paid in full.

## Upcharges

- Upcharges are added by base of the base commission price:
  - Backgrounds: Simple are +25%, and Complex are +50%
  - Extra Character: +75% per character
  - NSFW, Rush Order: +25%

Example order: Half-Bod 2 character Lineart commission

30 + 75% =

30 + (75% of 30) =

30 + 22.50 =

52.50 Total

- Upcharges for changes after your initial 3 during finalizing are +25% of base price per change.

## REFUNDS AND CANCELLATIONS

- Commissioner may request a full refund if the commission has not been started yet / Cancel the commission before the sketch phase.
- I reserve the right to cancel a commission any time for any reason.
- Should commission be canceled, for any reason, at any time in the creative process, then a partial refund will be kept depending on the amount of work done in the commission.
- After the commission is complete there will be no refunds/cancellations.

- If a refund has been agreed upon, do not request a Paypal chargeback. I will personally transfer your refund back to you as soon as possible.
- If a chargeback is requested anyway, especially after the commission has been completed, it will automatically be declined. All evidence about the commission, including our conversations and this TOS, will be given to PayPal to clear the case.

## PERMISSIONS

- All commissions paid for are for **PERSONAL USE ONLY**. I still own rights to the art itself and must be given credit.
- Commissioner is not to use commission for commercial purposes or redistribution for financial gain.
  - Including but not limited to: selling at conventions, mass producing, using to mint/sell for NFT, Feeding to an AI etc.
- All commissions will be posted to my social media for portfolio purposes after completion, unless otherwise specified to be kept private and or not @ commissioner on social media.
- All SFW commissions will be streamed on Twitch/Youtube/Picarto for progress purposes, NSFW solely on picarto, unless specified otherwise.