

Last updated: 05/01/2024

@rotten\_werk on twitter

## **By commissioning me, you are agreeing to the following terms:**

### **Payment**

- All payments are in USD and will be made through one of the following:
  - Paypal
  - Cashapp
  - Venmo
- Payments will be made upfront in full after I have sent you a sketch of your commission and any desired changes have been applied.
- Prices may vary or change depending on complexity or additional requests.
- Once work has begun or payments have been made, you acknowledge that the work is purely digital and there will be no physically shipped goods to receive unless stated otherwise (for example, canvas/acrylic pet portraits)
- *Refund Policy*: once payment has been sent and work has begun, a 50% refund can be offered, but once work is more than halfway complete, no refunds will be offered. If your financial situation has suddenly changed, please be upfront and honest with me about it and I'll happily work something out with you.

### **Communication**

- Ongoing communication will occur throughout the project, including works in progress, idea generation and collaboration, situational updates, etc
- If you would like to **not** see updated WIPS as I work on your commission (i.e. if you'd like it to be a surprise once it's finished), please let me know!
- Communication will be conducted through the channel provided by commissioner (Twitter, Discord, Email, etc).

### **Art**

- Please provide clear references. I will not be designing characters unless this has been discussed: additional fee will apply.
  - Character creators (such as the Sims, Baldur's Gate 3, etc), picrews, and digital OR physical scribbles are accepted and encouraged!
  - Additional written info about appearances or personality may be requested to accurately depict body types, facial features, etc
  - A visual or written idea for the pose, expression, mood etc should be provided as well
- WIPs will be sent out and crucial changes can be requested during the sketching phase. Afterwards, two additional rounds of edits can be made before an additional fee will be added

- Multiple commissions will be worked on at once, but unless a hard deadline is provided by commissioner, they will be completed and sent out in the order in which they are queued.
- Timeline for art is dependent on the type of project and how many commissions are ahead of yours in the queue. Please let me know before payment if you have a hard deadline.
- Upon completion, I can send your finished piece over Discord or Email if you'd like the high quality file
- Please see list below for my wills and wants of acceptable subjects!

***Art commissioned by me can not be used or minted for NFTs or any form of CryptoArt.  
Art commissioned by me cannot be used for AI training.***

I have the right to deny any commission I may not feel confident or comfortable taking, regardless of where it may fall on this list.

WILL	MAYBE/DEPENDS	WON'T
<ul style="list-style-type: none"> <li>• Humans/humanoids</li> <li>• Monsters</li> <li>• Animals</li> <li>• Original characters</li> <li>• OC x OC</li> <li>• OC x canon characters</li> <li>• Suggestive</li> </ul>	<ul style="list-style-type: none"> <li>• Fanart</li> <li>• Ship art</li> <li>• NSFW</li> </ul>	<ul style="list-style-type: none"> <li>• Mechs/robots</li> <li>• Hateful content</li> <li>• Proship content</li> <li>• NFTs/crypto related content</li> </ul>

- No transphobic/homophobic/zionist/racist imagery, characters, content, etc.
- Ships must be appropriate (No incest or pedophilia, and no real people without explicit permission).
- For fanart, acceptance of commission may depend on my feelings toward the media. If accepted, I'll ask for supplemental information on the character/media.
- NSFW will depend on the content being requested: I will not accept any commissions of any extreme kink or activity. That being said, please ask if you're not sure about what you'd like and we can discuss!

**As the artist...**

- I retain copyright, ownership, redistribution and intellectual property rights, which includes but is not limited to the work itself and any works in progress from it, display, advertising for future commissions, social media, portfolios, public broadcast channels (i.e. Twitch) and more.

- I have the right to post the art to my socials (Twitter, Instagram, Tumblr, etc) with proper character and commission credits to the commissioner.
  - If the commission is a gift, please let me know and I'll wait to post it until the recipient has seen it.
  - If you would not like me to share your completed commission on social media channels, please let me know before payment and I will accommodate you!
- I can cancel or reject a commission at any time if I feel uncomfortable with treatment received or feel that I cannot fulfill it. In this case, there will be a full refund, regardless of progress made on the commission.

### **As the commissioner, you can...**

- Utilize the artwork for personal, non-commercial use. Personal use includes:
  - displaying on social media with no direct monetization, such as profile pictures, banners, and posts (I will request credit when using my artwork as your profile picture or banner).
  - printing and framing in personal spaces
  - Display as part of designs on websites or channels
- Artwork uploaded to public social media accounts should be watermarked versions of artwork.

### **As the commissioner, you can not...**

- Claim my artwork as your own
- Sell the commissioned art as an individual piece (Selling an OC and passing my artwork along with it is fine)
- Remove my watermark
- Alter the artwork without my permission.
- All commissions are for personal use only: ***no commercial use unless agreed upon prior to beginning the commission.***

If you have any questions or would like clarification, please reach out to me!