

# Brushy K.B. Commission Terms of Service

## General

- ★ All clients must be **over 18** or have a legal guardian act as liaison
- ★ Commissioned works may be used for **personal use** (reposting, icons/avatars, headers, etc.)
- ★ Commissioned works **may not be used for commercial use or sold** (prints, apparel, other merchandise, NFTs, etc.) unless expressly granted right of use by me
- ★ Credit is required in the form of a tag or link to my Bluesky (brushy.bsky.social) or Instagram (brushy.kb) or website (<https://brushyswork.squarespace.com/>)
- ★ These terms or subject to change, and are **secondary to additional terms** outlined in other documents provided to you (i.e. Google Form)

## Reference Material

- ★ Client must provide digital reference images **-or-** highly detailed written descriptions in the form of a bulleted list accompanied by relevant images (i.e. "these shoes," "this pose," "this haircut," "this palette," etc.)
- ★ Character reference images do **not** have to be "reference sheets" or "model sheets," they may be previously produced works from other artists or images produced by client
- ★ Anything not given in reference, either image or description, and not requested during the **sketching** process is **liable to not be included**. This is your responsibility.

## Payment

- ★ Payments are only accepted through **PayPal invoice**, sent from brushyemail@gmail.com
- ★ Payments must be made in full, with the exception of commissions over \$200
- ★ Work will not begin until a commissioned work is paid off in full
- ★ Invoice must be paid within **one week** or your commission will be fully canceled, unless negotiated beforehand or there are extenuating circumstances
- ★ Client is responsible for all shipping and handling expenses for physical work

## Work Process + Refunds

- ★ Deadlines are accepted within reason and will incur an **extra fee** dependant on timeline
- ★ Client may receive up to **three** revisions of digital work during the sketching process and **one** minor revision after the lining process. Colors may be adjusted indefinitely within reason, shading is final
- ★ Client may receive up to **three** revisions of traditionally drawn or painted work during the sketching process. Revisions are unable to be made to traditional work once the lining and/or coloring process has begun
- ★ Revisions that are explicitly contradictory to previous instruction will not be made in most cases. Client should know what they want before work begins
- ★ Anything not given in reference, either image or description, and not requested during the **sketching** process is **liable to not be included**. This is your responsibility

- ★ For work that does not fall under drawn or painted distinction (i.e. sculptural work,) process will be discussed case-by-case
- ★ Digital work will be sent through full resolution Dropbox link, email, or Telegram
- ★ Physical/traditional work will be sent through USPS unless client specifies during initial discussion
- ★ Client is entitled to **full refunds** at any time if no work has begun on their commissioned piece/s
- ★ Client is entitled to **partial refunds** (50%) after sketching has begun
- ★ Refunds of any kind are not available after the inking/lining process has begun
- ★ All digital work will be completed within six weeks of invoice payment, unless there are extenuating circumstances such as delayed client communication, emergency or illness, etc. Otherwise, refunds will be offered or automatically issued
- ★ Traditional works will have no time frame unless discussed initially
- ★ Client may request progress updates once a week

These Terms of Service are a legally binding “Agreement” between Brushy K.B. (“me”) and you (referred to as “client” “you” or “your”). By providing me with your PayPal information and/or commission details, you are acknowledging that you have read and understand the Agreement and agree to be bound by its terms. If you do not agree to be bound by these terms, you must explicitly state this to me in writing via email -or- direct message (“DM”) through Twitter (brushykb,) Instagram (brushy.kb,) Telegram, or Bluesky (@brushy.bsky.social). These terms are subject to change.