

Sapphy Starr's TOS (Revised 5/23/2022; Addendums added 6/14/2022)

I have the right to refuse a commission. Orders placed do not guarantee a commission and are NOT first come, first serve.

Discounts on art will not be applied except under special conditions deemed valid by Sapphy Starr (herein noted as "Artist", "the artist", or "Sapphy"). Commissions will not be completed until full payment has been received and confirmed. Payment plans can be discussed, but are not the norm. Turnaround time is 2 - 4 months from full receipt of payment due to commission work being done outside of a volatile day-job work schedule. Updates will be given at the artist's discretion based on availability of the artist after the commission has been accepted. The average time for commissions is 8 weeks. Completing the commission form does NOT guarantee a commission from the artist. If you are not chosen within 1-2 weeks of placing your request to commission, the artist WILL reach out to inform you your order has not been chosen. Orders are not taken on a first come, first serve basis. Bulk orders are less likely to be chosen. Order forms that do not have all necessary information will not be chosen. If your order is not chosen within 1-2 weeks, the artist will retain your order information to potentially complete in the future, however, it is at the discretion of the artist. Should you be contacted for completion of your commission at a later point in time, the artist will provide you with your commission form for review prior to accepting payment to ensure no changes are desired from the original commission request.

NOTE: ALL COMMISSIONS ARE YCHS AND ARE COMPLETED ON **PRE-MADE/PURCHASED BASES**. IF THIS DOES NOT APPEAL TO YOU, DO NOT SUBMIT A COMMISSION FORM.

SIGNIFICANT EDITS CAN BE MADE TO MOST TO ACCOMMODATE MOST ORIGINAL CHARACTERS; PLEASE DO NOT ASSUME ALL UNIQUE CHARACTERS ARE UNABLE TO RECEIVE COMMISSIONS/ART.

NOTE: PIECES THAT DO NOT SHOW A FINISHED EXAMPLE HAVE NOT BEEN PREVIOUSLY COMMISSIONED AND ARE SHOWN IN THEIR "BASE" FORM

Any piece that requires heavy line changes to accommodate a different species AND/OR for an OC with a complex design, please expect additional charges.

Payment

Sapphy will NOT begin work on your order if chosen until after FULL payment is received and confirmed. The artist accepts payments through PayPal ONLY. Tips are not required, but are appreciated. Pricing is determined by the artist via the commissioner's chosen YCH, the number of characters in the piece, and the complexity and/or species of the character(s) within the piece. An itemized invoice will be sent upon the artist accepting your request to commission which will provide a cost breakdown for reference.

Reference Sheets (NOT CURRENTLY OFFERED)

I communicate frequently with my commissioners, especially on items such as reference sheets. I do not allow deadlines on reference sheets as their completion is entirely dependent on the speed of communication from the commissioner as I cannot move forward to the next steps in the process without prior approval. I will not take more than 2 reference sheet commissions at a time because of this so when asking to commission a reference sheet, please be aware I may refuse simply because slots are full at the time you attempt to commission one. Reference sheets include a full front view, a partial back view, color palette, name, species, and up to 3 for each of the following: likes, dislikes, personality traits. A SFW reference sheet will cost less than a NSFW reference sheet, and price ranges based on complexity of the character. I encourage you to ask questions if you are unsure about the sheet or the price.

How You Will Receive Your Art

Completed pieces will be sent via the commissioner's chosen form of receipt provided on the request to commission form. Standard file type to receive completed artwork is via PNG file. If a commissioner chooses to receive completed artwork through FurAffinity, the commissioner will be provided a link to the uploaded file in Sapphy's gallery, and additional means of providing a PNG file will be obtained from the commissioner if provided in the initial request to commission form. Artwork will not be provided via PSD, SAI, or any other layered file. If the commissioner requests other file formats (JPEG, etc.) this must be documented on the request to commission form and an additional "alternative file format" fee will be charged on the initial invoice. Art obtained from the artist is not available for business or commercial use and is not able to be resold for a higher amount than the commissioner paid for the completed artwork unless the artist's completed work is included with additional artwork from the same or other artists. Art obtained from the artist is prohibited from use or sale in NFTs, crypto- business, and/or any other form of electronic currency, business, or trade. Use of the artist's works in this manner will result in blacklist, ban, and may result in legal action.

Can I ask to be drawn with any of your characters?

Yes, to a point. The artist's characters Sapphy, Veil, Kivu, and Astor are in relationships and are NOT for sexual, dating, or otherwise bf/gf settings in commissioned art.

Can I commission you to draw your characters?

Yes, but does not include works the artist would not like aforementioned characters to be in.

Posting Finished Works & Reselling Art

All finished pieces will be posted on the artist's FurAffinity and Telegram art channel(s), as this is the artist's method of advertising. If you do not wish to have your completed artwork posted on 1 of the aforementioned media sites, communication regarding this request must be provided in the request to commission form. If you do not wish to have your completed artwork posted on ANY social or art media site, the commissioner is of the understanding a "No-Post" fee will be incurred on the initial invoice. Communication regarding the No-Post request must also be provided in the request to commission form. Failure to provide this communication in the request may result in cancellation of the commission, ban, blacklist, or additional invoices to the commissioner.

Upon receipt of the commissioner's finished artwork, you have the right to post your art wherever you would like as it is your character(s) and your piece. The artist encourages posting of completed artwork. The artist requires credit given to them on any repost or sharing of the piece on the commissioner's social or art related media sites. Artist reserves the right to refuse future commissions and/or cancel current commissions if credit to the artist is not provided. To ensure proper credit is provided to the artist, utilize one of the following names: Sapphy Starr, SapphyStarr, Sapphy; alongside the artist's completed artwork..

Whenever possession of the artist's completed commissioned artwork changes hands/owners it is the commissioner's responsibility as the original purchaser to relay the artist's name as the creator to the new owner to ensure continued proper credit is provided to the artist.

Refunds

The artist reserves the right to refuse a full or partial refund to the commissioner if any of the following has occurred: the commissioner has received a completed art piece as commissioned; the artist has completed 50% or more of the commissioned art piece; the artist has not reached or surpassed the 4 month timeline for completion of the commissioned art piece from the date the commissioner's invoice was paid in full, received by the artist, and had payment confirmed. If chargebacks or disputes are attempted by the commissioner and any of the aforementioned is present, the artist reserves the right to present any and all documentation to refute the chargeback or dispute, and/or pursue legal action against the commissioner. The artist has the right to refuse service to any commissioner at any time and refunds will be provided for canceled commissions if none of the aforementioned items are present. Communication with the commissioner will occur as needed by the artist throughout the completion of the commissioned art piece. Harassment of the artist regarding updates, WIPs, deadlines, and/or expectations not communicated prior to the commissioner's payment of the invoice may result in cancellation of the commission and refusal to complete any other commission order from the particular commissioner. The artist's needs for the commissioned piece may or may not require regular communication with the commissioner, and vary piece by piece.

Submitting a Request to Commission Form serves as the commissioner's electronic signature of acceptance of these terms of service. Failure to read or understand these terms of service is the responsibility of the commissioner. The artist reserves the right to cancel, ban, and/or blacklist any commissioner determined to be non-compliant with these terms of service. Terms of service are subject to change at any time at the artist's discretion. Date of update to the terms of service is provided at the beginning of the document for reference. Any artwork commissioned prior to an update of the terms of service will be subject to the terms of service at the time the request to commission was accepted by the artist.