

Commission ToS (Terms Of Service)

IN REFERRAL TO VALESKART COMMISSION SHEET, THE COMMISSION REQUEST, AND THE PAYPAL INVOICE SHARED BETWEEN THE CLIENT AND VALESKART(Artist):

- 1) The Client is agreeing to purchase a digital, non-physical product. The commission will be delivered in a .png format, unless specified otherwise.
- 2) Displayed base prices are subject to change according to the complexity, difficulty, size and medium of each individual piece.
- 3) Clear and concise visual references and an optional description of a commission idea must be provided by the Client. After which a preliminary quote will be provided by the Artist.
- 4) Payments 300\$ and under must be made up front in full. Payment plans are available for commissions above 300\$.
- 5) If the artwork is finished before final payments are made, the Client will not receive the original painting/drawing or un-watermarked digital image of the commission until final payments are made.
- 6) There is no deadline for a commission from the Artist. The approximate wait time is 2 - 4 weeks.
- 7) Every commission will have a Handling and Processing fee of 4.9%
- 8) (Applies to Cell shaded and Full Color style only) Clients will have the opportunity to direct alterations of their commission in the sketch stage. I will present three loose sketches from which a client may choose before I refine the drawing. No more than

three loose sketch revisions (or equal in terms of small alterations) will be made unless the Client wishes to pay an additional 10\$ for three new loose sketches.

- 9) Critique and redline corrections for commissions above \$150 are welcome to ensure the best result. Commissions under said price are considered as small works, and thus time revising sketches are not factored into the price.
- 10) The Artist reserves the right to reject critique and redline pertaining to artistic skill or style preference (i.e. anatomy, coloring style, etc.) if said critique reduces the artistic quality of the piece.
- 11) If the Client wishes to cancel their commission during the sketch stage they will be refunded 50% of what they paid.
- 12) If the Client wishes to cancel their commission once the sketch stage has been completed they will not be issued a refund.
- 13) Commission requests made by the Client can be communicated through any messaging platform, including e-mail (fa.valeskart@gmail.com).
- 14) The Artist reserves the right to issue a refund and cancel a commission due to poor communication, rude or inappropriate behavior, inability to communicate in effective English.
- 15) The Artist ensures the Client will receive updates on commission when necessary. Clients are encouraged to check in when they feel it's necessary for updates, assurance or reminders.
- 16) The artist will not handle depiction of illegal activities and hateful images. X-rated, explicit fetish, artistic nudity, violence, gore, and humorously offensive work will be considered on a case-by-case basis. The Artist reserves the right to reject any commission for any reason.
- 17) The Artist retains the right to display all commissioned work on any personal website, gallery, or journal. If the commissioned work is a time-sensitive gift the Artist may delay public showcase at the request of the Client.

- 18) The Artist retains ALL the rights to the commissioned artwork, including the right to make prints and merchandise. Image rights to the Client can be negotiated for an added fee.
- 19) The Client retains all rights to their respective characters. This does not allow them rights to the commissioned image (see articles 17 and 18).
- 20) The Client may not profit from the artwork beyond the resale of a physical original painting or drawing (traditional media). This includes the sale of the digital files, or rights to the image.
- 21) The Client may create prints for personal use (display in their home or as non profit gifts). Client may also resize or crop the artwork to create icons, wallpapers, or other graphics to be used in non-commercial digital format, but the Client cannot alter the artwork itself. The Client may also upload the artwork to their personal website or gallery, but credit is required, and it must not be any high resolution or unwatermarked version of the artwork.
- 22) The Artist may recycle and reuse sketches and preparatory works that were rejected by the Commissioner for other commissions or personal works.
- 23) The Client must read, understand and agree to all the above terms before entering into an agreement with the Artist. By sending payment, the Client agrees to the above terms.