

TBHayate's Terms of Service

Things of Note:

- I am a college student with a part time job. My turnaround time will vary depending on my work schedule, and my workload in school. Art is a side job/hobby for me, and therefore not my greatest priority. My turnaround time & queue will ALWAYS be posted on my Trello, and updated weekly.
- I **will not** work with minors besides my friends. If I find out you are a minor, I will cancel and refund your commission immediately.
- By commissioning me, you **automatically agree to these terms & conditions**. I am **not** and **will not** be held responsible if you fail to read and acknowledge this.

As the Artist:

- I own the rights to the art, not the character.
- I own the marketing rights to the art.
- I have the right to post, or not to post, the art on any of my social media platforms, including Twitter, Instagram, Ao3, etc. unless I am asked in advance not to post the art.
- I have the right to decline any and all commissions if I feel uncomfortable doing a piece or working with someone.
- I have the right to remove marketing and profiting rights from any of my commissioners for any of my works if I deem fit.
- I have the right to communicate with a commissioner as frequently as I need.
- I have the right to revoke a commissioner's permissions to use a piece I have done if it is found that the piece is being used in an unrightful or discrediting manner.
- I have the right to change my prices at any given time without reason or explanation.
- I have the right to blacklist any person from commissioning me if I, or my peers, have found the person to be harmful, unresponsive, and unfulfilling of payment or other necessary requirements of purchase.

As the Commissioner:

- You can upload & use finished pieces on your own personal social medias or galleries, so long as you credit me. All of my social medias will be linked below, and one or more is **required** to be linked on the post. "Credit to the Artist" is **not** proper credit, and can result in having your rights revoked from the piece.
- You are not allowed to use my work in a profitable manner unless prior discussed and agreed upon. **You may not, under any circumstances, use my art for NFTs**. A 10% fee will occur if you would like to use my art in a profitable manner, and it **must** be in a way that I agree to beforehand.
- You cannot edit or change my work in any way unless otherwise stated and agreed on with me. You must speak to me before doing so, or the editing transaction is void.

- You are welcome to resell any of my designs, so long as they are **the same price I sold the design for**. If you forgot the price, please come to me, and I will remind you. This does not apply if the design has extra art and is at a higher value.
- You may not give up rights to use or upload any of my work without my permission, excluding designs, as stated above.
- You may not reference my work unless asked and agreed on beforehand. Doing so before getting express permission will make the transaction void.

Payment, Process, & Refunds:

- For custom designs, freehand art, and writing commissions, payment in full is required **upfront** before I begin work on a piece.
- For graphic design work (hourly charge), a down payment of **\$20** is required **upfront**. Any extra time spent over two hours will incur a fee that **must be paid before the final file is sent**.
- I take payment in USD, on either Paypal or Venmo. If you do not have USD, you are required to use Paypal's automatic monetary conversion to send payment.
- I **do not** take any other forms of payment, like deviantArt points, art trades, crypto, etc.. Art trades are occasionally opened for friends.
- For bulk orders of customs, writing commissions over 10,000 words, and graphic design work over 7 hours, I will accept payment plans. Please ask prior to commissioning me, and we will work out a payment plan in advance.
- I DO NOT AUTOMATICALLY DO HEADSHOTS ON MY COMMISSIONS WITH ADDED HEADSHOTS ON THE BASE (2023+ Kique Bases) YOU MUST PAY EXTRA!
- My turn-around time is always posted on my Trello, as well as my current queue. I update my queue **at least** once a week with my status on pieces. If you would like to bump yourself up in the queue, an extra **\$10** fee will incur.
- I will work on my commissions in the order received. Please note, I am a college student and I have a part time job, this is just a hobby and side job to make extra cash, so my timing may vary.
- I will give updates and communicate with you before proceeding with each step of the commission. **If there is no response within 24 hours, I will assume everything is good, and proceed. If this is the case, you MAY NOT ask for changes when you decide to respond.**
- You may ask for changes to the commission. Small changes are free **up to the 2nd change**. Anything after that will incur a **\$5 fee for every change**. Large changes will incur a **\$10 fee for every change**.
- If I cannot go through with the commission for my own personal reasons, I will give you a full refund.
- I am allowed **1 month** to prepare any and all refunds, for any reason.
- If you decide somewhere through the process you would like a refund, my policy is thus:
 - Not Started - Full Refund
 - 1/4th Complete - 75% Refund

- 2/4ths Complete - 50% Refund
- 3/4ths Complete - 25% Refund
- Fully Complete - No Refund
- Deadlines are welcome, but I require a notice **2 months in advance**. Short notice deadlines are **not accepted**. I am not responsible for late work if you pop a deadline on me midway through the commission.
- Once I am finished with a commission, my process is thus:
 - Custom Design - PNG sent via Discord with the genetics used. I can also email the file to you if requested.
 - Graphic Design Work - ZIP file uploaded to Dropbox. You will be provided a link to download the file. It will include everything you will need (PNG of work on **transparent, colored, and white background**). If you would like extras, please ask and I will gladly add them in the file for you.
 - Writing Commissions - TXT file uploaded to Dropbox. You will be provided a link to download the file. The commission will also be uploaded to my Ao3 with your social media(s) tagged, unless asked otherwise.
 - Freehand Commissions - PNG sent via Discord with the genetics used. I can also email the file to you if requested.

Slots:

- Custom Designs: 5 slots per batch
- Graphic Design Work: 2 slots per batch
- Writing Commissions: 2 slots per batch
- Freehand Commissions: 1 slot per batch
- TOTAL SLOTS OPEN AT ONCE: 5
- To explain, I will only take a certain amount of commissions at once. The total amount I will take overall is 5, regardless of type. I will not take more than specified of a specific type of commission, though, as to not overwhelm myself. Once each batch is full, my commission status will change to closed until I am finished with every single commission in the batch. I will also give myself a break between each batch of my chosen length.

Will Do:

- Custom Designs: Any genetics from Kique Nordin's *Home* on his bases, any real canine or equine genetics on all bases, realistic designs on Kique Nordin & Zirvasity's bases, unrealistic or realistic designs on NorthernRed's bases, any bases done by Kique Nordin, Zirvasity, & NorthernRed.
- Graphic Design Work: Logo designs for personal businesses, small companies/businesses. Website designs (includes HTML work) for personal businesses, small companies/businesses.

- Writing Commissions: Essays, Fanfiction (SFW), Character Biographies, Custom Work for Businesses (ASK ME).
- Freehand Commissions: Canines & Felines ONLY.

Will NOT Do:

- Custom Designs: "Sparkledogs", unrealistic genetics/designs on bases by Kique Nordin or Zirvasity.
- Graphic Design Work: Work promoting racism, sexism, homophobia, transphobia, and all other types of hate speech. Anything for a company considered NSFW.
- Writing Commissions: Fanfiction (NSFW), anything for communities I will not associate with (Voltron, Genshin Impact, Splatoon, Anime of ANY KIND not including video games).
- Freehand Commissions: Humans & any species not listed above. NSFW.

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Contact Me:

Twitter: <https://twitter.com/n0xn0ctis>

Instagram: <https://instagram.com/tbhayate>

Discord: TBHayate#9690

DeviantArt: <https://www.deviantart.com/tbhayate>

Ao3: <https://archiveofourown.org/users/TBHayate>

Trello: <https://trello.com/b/GLkbtIJs/tbhayates-commissions>

Price Sheet:

https://docs.google.com/document/d/1MjaJef179FSY7-Mj_D3UQuuo4wbbRnUzE6Upguq1snw/edit

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Special thank-you to my friend Aub for the inspiration on writing this <3