

Silence Artworks Terms of Service

Contact

- Private notes at Furaffinity, tweets, discord, etc are acceptable as initial contact, but will be redirected to email at mcauley_natasha@hotmail.com

Payment

- Paypal is preferred but other methods may be discussed (except for stream commissions; see below).
- Work will not begin until the commission is paid in full, unless otherwise agreed upon.
- DO NOT send money on your own; all standard payments are made through invoices. Any money sent outside of invoices will be considered a tip.
- Payment plans can be negotiated, but work will not continue past the value that has already been paid (ex: if you have paid for the sketch and lineart but the finished product will be colored, I will do the sketch and lineart but will not begin coloring until that portion has been paid).
- Tips are welcome and will not make your commission a higher priority.

Will/Will Not

NSFW commissions will be accepted with my discretion.

Hardcore(or extreme) fetishes will not be accepted as commission requests

Softcore/solo sexual acts and erotica acts will be permitted within my discretion

I am willing to discuss possible changes if the request is seen as too far beyond 'softcore' for my personal preferences

Will Draw	Will Not Draw
Humans/humanoids Monsters Furries/anthro animals “Feral”/quadrupedal animals Original characters Fandom OCs Canon fandom characters (including paired with OCs) Pokemon & Digimon Mild Sexual content Artistic nudity All sexes and genders, including trans and intersex	Rape/non-con/dub-con and its variants, explicit or implied Humiliation Pedophilia, explicit or implied Scat/watersports Feral porn Crush Extreme inflation/hyper Abuse of any kind, explicit or implied Hardcore BDSM Drug use (except cigarettes) Excessive drinking

	Hardcore sexual content
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- If you don't see what you're looking for, please ask! The worst I can do is say no!
- I reserve the right to turn down or accept any commission based on content, regardless of what is included on these lists.

Fees

- Deadlines

- I must be given a minimum of five days to work on sketches and two weeks for full color digital images; the work time for traditional work will vary.
- The artist may apply rush fees at their discretion. The amount will vary case-by-case.
- Commissions with deadlines will be given priority over those without. Commissions with closer deadlines will be given priority over those with farther ones. Without deadlines, commissions will be worked on at the artist's discretion.

- Revisions

- Revisions that are made because of the artist's error are free. Those made because of the commissioner's error, a mutual misunderstanding, or lack of communication are subject to additional fees at the artist's discretion.
- Please condense revision requests into as few emails as possible, and take the time to double and triple check the work before asking for revisions. Revisions after the second email may require a fee. (Ex: send one email asking to change the expression, tail, and paws, not one email for each).
- Minor revisions during the sketch stage are free.
- Major revisions during the sketch stage may require a fee, the amount of which will vary case-by-case.
- Revisions to the pose, character shapes, expressions, etc cannot be made after the lines are inked.
- Hue/shade/saturation revisions on flat colors are free.
- Marking changes on flat colors may require a fee, the amount of which may vary case-by-case. Character design commissions may have up to two major marking changes before they will be charged.

- Revisions to colors and markings cannot be made after shading on digital paintings; they can still be made on simple shaded pieces.

- Complex Characters & Backgrounds

- Complex character designs and backgrounds warrant a fee that will vary based on complexity; the fee is set at the artist's discretion.

- Things that constitute complex characters include but are not limited to: wings, extra limbs, intricate markings or textures (tiger stripes, wood grain, etc), feathers, armor or complex clothing

- Additional materials

- The client may request a print of their commission for an additional discounted fee.

Work Process

1. Inquiry: The artist and client discuss the style, content, and price of the commission. The client will be added to the “pending” list.

2. Payment & Filled Slot: The artist will send the client an invoice via Paypal (unless otherwise negotiated). Once the artist receives the payment, the client will be added to the queue and the commission slot filled. Payment plans can be discussed. Tips may be sent as gifts outside of the invoice (this DOES NOT violate Paypal's policies). Work will not begin until paid in full, unless otherwise agreed.

3. Sketch: The artist will lay out the pose, fill the characters out, and apply details. The lines will be rough and unfinished.

a. Though not always provided by default, the client may request a set of thumbnails before starting the sketch stage at no extra charge.

4. Sketch approval: The artist will give a preview the sketch to the client. The client may request changes to the work that has been done (in which case steps 3 and 4 will repeat until the client is satisfied or the artist is unable to continue). Once the client gives their approval, work will continue.

This is where the process for sketch commissions ends. This does not apply to badges.

5. Lines: The artist will outline the sketch and erase the sketch lines. Revisions to the sketch cannot be made after this point.

7. Flat color: The lines will be filled with solid colors according to references provided. Not applicable to paintings.

8. Flat color approval (optional): This stage usually only happens if the colors are different than those color picked off the reference The artist will give the work in progress to the client. The client may request changes to the colors (in which case steps 7 and 8 will repeat until the client is satisfied

or the artist is unable to continue). Once the client gives their approval, work will continue. This is where the process for flat color commissions ends. This stage does not apply to traditional commissions or digital paintings.

9. Shading: The artist will apply lighting, shading, shadows, and highlights according to the style agreed upon during the inquiry. This is where the process for simple shaded commissions, digital paintings, and traditional color commissions ends.

10: Emailed files/shipped product: For digital work, the artist will email two versions of the finished product, one with a watermark and one without, to the client.

**** The client has FIVE DAYS to respond to a sketch or color approval unless otherwise agreed upon. After five days the commission will be put on hold until there is another open slot or a response is received. Telling the artist you will get back to them with corrections (without including a date) does not count as a response.**

Usage

- By the artist:

- The artist may use the work for portfolios, advertisement, or any other promotional use.
- By paying for a commission the client agrees that the artist may make and sell prints of the completed piece, regardless of content. The client may choose to pay an extra fee to ensure that there will not be prints made of their piece.
 - This request must be made before the work is complete.
- It is the responsibility of the client to alert the artist if they do not want prints to be made.
- The artist reserves the right to make any changes, revisions, modifications, or additions to the image to sell as prints. Prints of the modified image may be made even if the client has requested there be no prints of the original version.
- If a client wants a print of their commission, they may purchase it through the artist at a discounted rate.
- The artist reserves the right to change or modify completed commissions, or work on a piece beyond the client's request for use as prints or other merchandise.
- By the client:**
- The client may repost the WATERMARKED version of the work wherever they please. They may NOT post the UN-watermarked version anywhere; that is strictly for their personal use. Credit via link back to the artist's gallery is much appreciated but not required.
- The client may crop or otherwise alter the work for PERSONAL use as an icon, banner,

wallpaper, etc. Credit would be greatly appreciated but is not strictly required.

- The client may NOT use the work for personal profit via print sales, merchandise, etc.
unless
otherwise negotiated before payment. Exceptions may be made for cases where the client
sells
the design or rights to a character portrayed in the commission.
- The client may have prints of their work made for their own personal use or as gifts. They
cannot sell prints of the work.
- The client may NOT under any circumstances claim the work as their own.
- The client may NOT have another artist draw over, finish, rework, or otherwise alter the
image
(i.e. buying a sketch and having another artist ink and color it). Exceptions will be made for
animation. Any edits to the commission must be done by the original artist.

Cancellations/Refunds

- By the artist:
 - The artist retains the right to reject a commission before payment under any
circumstances.
 - The artist retains the right to abandon a commission after being paid for any reason. If it
is
for personal reasons, other life events, or due to the fault of the artist, the client will be
refunded in full. If the artist cancels due to pressure, harassment, or inappropriate behavior
on the client's part, the client may be given a partial refund or no refund at the artist's
discretion.
- By the client:
 - The client may cancel at any time, for any reason.
 - If the client cancels before work on the commission has begun, the client will be refunded
in full. If work has already begun, the percentage of the refund will vary based on how
much work is completed.
 - Cancellations due to dissatisfaction with work that the client has already approved will not
be refunded.
 - The client will not be refunded after the work is completed.
 - The artist reserves the right to modify, rework, and reuse cancelled commissions for any
purpose. The commissioner's characters will not appear in the modified version.

Price/Term Changes

- The artist retains the right to change both the prices and terms of service at any time, for any reason.
- If these changes occur after a commission has been paid, the client is only held to the terms and price agreed to beforehand.
- If these changes occur after a price has been agreed but has not been paid, the client is held to the agreed upon price but the new terms.

Character References

- NSFW references are allowed
- Multiple references per character are allowed, but please try to keep it within reason.
- Photographs are allowed for pose reference, humanoid characters, or species references.
 - Detailed descriptions are permitted in place of or in addition to images.
 - Please keep this to physical description, and if a pose/scenario was not specified, personality and/or hobbies (a list of character traits is fine). Your character's full backstory is not necessary.

Adoptables/Character Designs

- Credit for original designs purchased from the artist is not explicitly required, but is greatly appreciated.
- The client may not use the designs for personal profit, or use it as a professional mascot/logo without significant changes unless agreed upon prior to payment.
- The client may not resell the design for more than they paid for it, unless it has other art attached to it.

Misc

(To be added to periodically)

Note: Outline of ToS used with permission from Artist; SpartaDog