

# ChangelingRogue Art Commission Terms and Conditions

## 1. Sale

The Artist hereby sells or transfers the Commission to the Client at the agreed value in the Commission Listing prior to the Start of Work.

## 2. Limits

The Artist will not create any pieces that are considered not safe for work (NSFW) outside of pinup poses. This includes, but is not limited to, any sexually explicit materials, fetishes, bigoted imagery (racist, sexist, homophobic, xenophobic, etc), and gory imagery.

Due to a lack of experience in the following categories, the Artist will not be taking any digital art commissions that feature the following: furry personas, anthropomorphic beings (satyrs OK), animals. Embroidery commissions may feature cartoonish animals.

Additionally, commissions that feature armor, weapons, and/or instruments *must* have reference pictures sent to the Artist within 7 days of the Artist reaching out if they were not included, or else the commission will not go through.

Embroidery commissions are only available in the United States due to shipping costs.

## 3. Payment

All payments are via [Ko-fi](#). If the Client does not have a Ko-fi, arrangements can be made for payment via PayPal or Venmo.

**For digital art Commissions:** Full payments must be made up front when selecting the option from the listings.

**For embroidery Commissions:** Full payment is expected after the Client and Artist discuss and finalize a sketch of the embroidery design.

**In the event of the Client needing a payment plan:** The Artist will arrange multiple PayPal or Venmo invoices to send the Client or the full price will be paid over time via Ko-fi tips. This time will vary based on individual Client needs. Please contact the Artist via email ([changelingrogue@gmail.com](mailto:changelingrogue@gmail.com)) or Direct Message (@ChangelingRogue on [Instagram](#), [Bluesky](#) and Discord) to arrange this.

Note: As the Artist lives in the United States, all prices will be in USD.

#### 4. Refund Policy

There are **no refunds on embroidery commissions**. If a piece arrives damaged, please contact the Artist *with documentation* and a new piece will be worked on.

**Refunds are available for digital art commissions.** All refunds are half (50%) of the paid amount, unless explicitly written otherwise by the Artist or the Commission has not been started yet. This is to respect the Artist's time and work.

If the Client is unsatisfied with the Commission for an appropriate reason, they must contact the Artist within 7 days of receiving the final Commission. Disliking the Commission or a change of mind are not considered for a refund; this is minimized by the Artist providing stage drafts throughout the Commission process. In the event of a refund, all downloaded digital files of the Commission must be destroyed by the Client and the Artist retains full copyright and distribution rights to the image. The refund will be paid back in half to the Client when proof of the digital files being destroyed is proven and, if selected for download option, the digital link to the Commission is taken down.

If it is found that the Client asked for a refund and did not destroy the files on their end, they will be unable to commission from the Artist in the future. They will also be blocked by the Artist on all social media platforms.

#### 5. Declination of Offers

The Artist has the right to refuse any Commission request, without needing to explain the reason (however, the Artist will likely explain the reason for decline out of courtesy). If the Commissioner has already paid, a refund of what had been paid will be issued alongside any reasoning.

#### 6. Priority of Offers

As the Artist is working on their PsyD in Clinical Psychology, each Commission will be prioritized depending on the Artist's availability. The Artist also works on a first-come first-serve basis for commissions. Though, larger pieces may take longer and be completed at a slower rate than smaller pieces.

## 7. Artist Cancellation of Commission

The Artist reserves the right to stop work on a Commission or cancel a Commission request due to poor communication, rude/inappropriate behavior, or a breach of these Terms of Service. No refund will be issued if the Commission is halted due to these reasons.

## 8. Artist Copyright and Reproduction

By commissioning the Artist, the Client is purchasing the Artist's labor only. The Artist retains all rights to the Commission, which includes, but is not limited to: distribution, reproduction, use of the Commission for Artist promotion (such as reposting it on their social media profiles or using in a commission example/portfolio).

If the Client wishes for the piece to remain confidential for a period of time (i.e. if it is a gift or meant as surprise for a group of people), they may ask the Artist to delay posting the Commission until that time frame has passed. The Client also may ask for images of the Commission to not be used for promotional purposes. The Artist will not be selling the image in any way, shape, or form to anyone other than the Client.

The Client may **NOT** distribute, reproduce, or otherwise profit from the Commission, including turning it into a non-fungible token (NFT). The Client may, however, post the Commission on social media, or use it as a profile or a banner so long as the Artist is credited by either mentioning their handle in the description/profile or tagging them in the image (go to <https://changelingrogue.carrd.co/> for a full list of their profiles).

The Commission may **NOT** be edited, altered, or traced in any way without the Artist's expressed written permission. The Commission may **NOT** be uploaded to any artificial-intelligence art databases.

If the Client wishes to use these designs for a live stream, podcast references, or anything of the sort where they may be profiting off of the images, please contact the Artist before commissioning so specialized arrangements can be made.

## 9. Commission Description

All references and descriptions of what the Client wants in the Commission must be provided when the Client is first requesting the Commission. The Artist may reach out for additional references/descriptions if they feel adequate ones were not provided or if they require further specification. The Artist will not redraw another artist's designs without that artist's express written permission OR the Commission is of a character created and owned by the Client. After the sketch is approved by the Client, there are no modifications to the sketch that may be done.

## 10. Deadlines and Timelines

The Artist will NOT take on Commissions that have strict or short deadlines. This is currently due to the artist preparing for conventions, jobs, and applying to graduate school. All Commissions should be completed within 3-5 weeks from the Start of Work. If the Artist finds they are taking longer to complete the Commission, they will reach out to the Client and discuss timelines and deadlines. The Artist will inform the Client regularly and show progress (including photos) or if changes to completion times have occurred. The Artist is not obliged to explain reasoning behind extensions or delays, but will often do so out of courtesy.

## 11. Reception of Commission

**For digital art Commissions:** All final images will be provided to the Client via email or an online download location (i.e. a private Google Drive folder) in .jpeg or .png format (PDF possible, but not preferred). This will not include the Commission's native files (i.e. .psd, .tif, etc.), unless agreed on by the Artist and Client. Files will be of highest resolution and include both a signed/watermarked and un-watermarked copies of the finished product.

**For embroidery commissions:** All final Commissions will be packaged and mailed to the Client via the United States Postal Service (USPS). A picture of the final product and tracking number will be sent to the Client by the Artist. Packages should arrive within 2-5 business days of it being sent, assuming there are no USPS delays.