

Bubble Tea Penguin Commissions

Terms of Services

My Carrd: <https://bubbleteapenguin.carrd.co/>

Portfolio: <https://bubbleteapenguin.weebly.com/>

Contact email: contact.bubblpenguin@gmail.com

Artistree Link: <https://artistree.io/request/bubbleteapenguin>

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Introduction:

Welcome to my terms of service commission page. I hope to work with you in bringing your vision to life.

Before we start, I want to make sure we are on the same page and you understand my terms of service.

I take pride in my work and I want to provide the **best experience** and service to my clients and bring your vision to life

To **ensure** the process runs **smoothly** and the final result is **satisfactory**, I have a few **terms of service** I ask **all** clients (old and new) to **abide** by.

These terms are designed to **protect** both of your interests and ensure that we have a **clear** understanding of what to expect throughout the commissioning process.

Please take the time to review the terms of service I have written here before we begin.

If you have any questions or concerns, do not hesitate to reach out to me!

Customer Satisfaction:

- ❖ I will do everything within reason to make my clients satisfied about their commission(s)
- ❖ If you have any problem regarding the commissioned piece, please tell me right away, so we can find a solution together
- ❖ Your satisfaction is my end goal, so communication is key and the most important aspect of the commission process.
As such, if you have some issues with communication, please do not hesitate to let me know beforehand, so I can adapt myself to you.

General Guidelines:

- ❖ By commissioning me, you agree you have read and fully agreed to my terms of service
- ❖ Prices shown are for personal use only.
 - Please discuss further with me if you'd like to use your art for commercial use/promo use we can come to an agreement/usage for that.
- ❖ I retain all the rights to my work, which include but are not limited to the right to distribute, reproduce, copy and/or use the image as a sample for sales or self-promotion
 - If you request a commission to be private I will not redistribute/advertise it.
However, that is under the guise you will only use this commission for personal use.
- ❖ You are 18 years or older to be commissioning me as per the rules of using any service such as paypal, ko-fi, etc. Regardless if the commission is sfw or a semi sensual pinup style, all clients must be 18 years or older.
- ❖ I do NOT authorize using any of my art for NFT
- ❖ I do NOT authorize using my art to feed into any AI generator in any way
- ❖ I reserve the right to refuse any commission
- ❖ Any ill behavior will not be tolerated
- ❖ Please write in a clear and sympathetic manner
- ❖ I work best when given **explicit visual references/art board/color references/etc.**

- Please give a visual reference of the pose/expression along with the references of the characters/items/etc you'd like me to draw. I **request** you to have a clear idea in mind.
- I am not a mind reader, you will have to be as explicit as possible with what you want in the artwork.
- ❖ I may use photo bashing/3D assets/other assets on the commission as I see fit during the mock up phase.
- ❖ Price will vary depending on the complexity of the character design, background and other elements I deem fit.
 - Another invoice may be sent for extra fees for fixes during the commission process

Customer Use:

- ❖ **The commissioner reserves the right to:**
 - Claiming the rights to the character/oc, but not the drawing itself.
 - sharing/reposting the artwork any place fit, with proper credit
 - By proper credit, this is either by @ my social media accounts, saying my artist name "bubbleteapenguin", linking my artistree account, or linking my carrd.co card for other people to find my work in the future
 - Printing the artwork for **personal use** only.
- ❖ **The following is considered copyright infringement:**
 - **Reproducing/using copyrighted artwork commercially **WITHOUT** my knowledge/consent**
 - If you would like to use my work **commercially**, we can discuss more details on that. I would prefer we discuss that as I do allow for that but there is a fee associated with this along with proper crediting if work wants to be used commercially.
 - Claiming the artwork as your own
 - Changing the artwork without my consent

Payment:

- ❖ Acceptable payment methods are through, **Vgen**¹, **PayPal**, **Ko-Fi**², or **Square**.
- ❖ Everything will be sent via **invoice** only
 - Invoices will include the basic details of your commission in order to remember the elements of the commission.
- ❖ All **prices** are in **USD**
- ❖ Payment **UPFRONT** is preferred
 - If that is not possible, I request at least a **50% of the payment** for me to get started with.
 - I will not continue the commission until after you pay the other 50%
- ❖ If a commission amount is over **\$200**, payment plans are welcomed for a **returning customer**.
- ❖ I will **ONLY** start working on a commission after receiving a full or the partial agreed upon payment
- ❖ **RUSH FEE MEANS YOU WILL BE PUT ON THE TOP PRIORITY LIST!**
 - However, this means you will be paying a **big fee** for a rush. Do not expect this fee to be cheap (starting at \$150+ added to the commission)
 - Give me a realistic deadline too, I cannot make a full detailed logo for you in less than a day. That is not possible, it has to be realistic.

Rights rates:

- ❖ **Personal right** are **free** of charge
- ❖ **Private right** is **extra 50%** of the final quote price
- ❖ **Commercial rights** will be decided case by case and will have to be discussed further via email

¹ <https://vgen.co/bubbleteapenguin>

² <https://ko-fi.com/bobateapenguin>

Refunds and canceling:

- ❖ If you are unsatisfied with the final result of your commission, I will only **partially refund the commission by 50%** as I already spent time working on the commission
 - To prevent an issue like that, we have to make sure early in the process if anything needs to be changed
- ❖ You will receive **a full refund if I'm unable to finish your commission.**
- ❖ If the interactions between us become **hostile/uncomfortable**, I will issue a **full refund and cut all contact.**
 - Please be respectful through the conversations and do not make any weird remarks towards me.
- ❖ **All invoices do not have a specified due date.**
 - I will not start the commission until the commission is fully or partially paid.
 - If you do not pay your invoice **within a month**, I will cancel your commission request and open the slot to another client

Delivery Time:

- ❖ Depending on the type of commission, it may take
 - 5 days for a bust/icon
 - 5-7 for a chibi art/vector
 - 5-12 days for colored sketch/emotes/LINE stickers
 - 12-25 days for illustration
 - 25+ days for vector illustration/custom logo (depending since vector illustrations is a longer process)
- ❖ The time of delivery is based on active buyer responses to my inquiries. Delays may arise if buyers response are slow
- ❖ If there are delays on my end, you will be notified ahead of time
- ❖ If you end up choosing a payment plan expanding over the delivery time, delay before completion will rise.
 - In that case, I will work on the your commission that has much of the payment I have received from you³

³ I.e: half of the payment the first month means half of the commission done by the end of said month.

Commission's information:

- ❖ PLEASE PROVIDE AS MUCH VISUAL REFERENCES AS POSSIBLE.
 - Pinterest boards/art board/color hexes/color codes/character sheets/3D poses/chicken scratch mock up are acceptable visual references
 - **DO NOT** send me a long description of your oc, I have a hard time reading as is, you will be better off giving me visuals vs a long paragraph of your oc.
 - That being said, **DO NOT expect me to find you references of your oc.** I will immediately reject your commission if you expect me to find all the refs of your vision. I'd prefer you already have an idea of what you want. Makes the process easier for the both of us
 - **DO NOT "let me have full creativity"** (this is a vague statement and I've had more issues with this in the drawing process). You have a vision of what you want. I'm here to draw that. Let me know explicitly what that is.
- ❖ If you have a canvas size, resolution, or color mode requirement, let me know as soon as possible.
 - Most of my commissions are in RGB mode but logo work tends to be in CMYK due to printing but if you need it to be in RGB (or another mode) let me know
 - Most illustration commissions are defaulted to 3000x3000 px with a 350dpi. If it needs to be bigger, let me know.
- ❖ What you will need to send to me:
 - Type of commission
 - Pictures of your character/oc
 - pictures/pose idea
 - Extra refs of color palette/backgrounds/etc
 - expressions /mood
 - Text (if characters or if something has text in it)
 - Your budget (really referring to the vector illustrations/custom logos)
 - Additional details you deem important

Commission process/workflow:

After sending me the filled form, I'll ask for more details if needed and answer any questions you have. I'll come back to you within 24 hours.

After finding a common ground, getting the first invoice, and giving the completion date, I'll start working on your commission.

- ❖ Step 1: Thumbnailing/Sketch stage
 - These stages are rough to say the least. But they will be send via screenshots and will give you an idea of how it looks
- ❖ Step 2: Coloring

- Coloring will have either the base colors or the simple shading. From there you can tell me if any colors are off or if anything needs to be changed. So long as you give me the colors in mind, it shouldn't be a problem in changing
- ❖ Step 3: Refining
 - Self explanatory, I refine it more anything from changes you told me to making it look clear
- ❖ Step 4: Rendering
 - Rending the colored sketch to make it clearer or rendering the vector illustrator for visual clarity
- ❖ Step 5: Retouching/final edits
 - From here I will send you the drawing and you can let me know if anything needs to be changed and if so I will add on or fix up any colors/lines/etc
- ❖ Step 6: Sending files
 - I will send files via WeTransfer/Google Drive links for you to download to ensure you are able to download the best quality version.
 - You will get a non watermarked version of the illustration for yourself! That is neat for you!
 - Lucky for you nobody will be able to (hopefully) resell your commission since you are the OG client and if I post it myself it will have the "bubble tea penguin commission" stamp on it.

Revisions:

- ❖ Depending on what is being revised, the following can have this many revisions before you are charged another fee
 - Emote/Line sticker, Chibi art, Icon/Bust
 - 5 revisions during the thumbnailing/sketching, coloring, and rending stages
 - Color sketches
 - 6 revisions during thumbnailing/sketching, coloring, and rending stages
 - Detailed Illustration
 - 8 thumbnailing/sketching, coloring, and rending stages
 - Vector Illustration/custom logo
 - 12 thumbnailing/sketching, coloring, and rending stages
- ❖ Additional revisions after steps stated previously will be charged **5-20%** of the base price, depending on complexity
- ❖ If you wish to change a part of the illustration you previously approved, **I will charge an extra fee**
- ❖ **Any mistakes made on my end will be fixed for free.**

Do and Don't:

Please keep my art style and theme in mind when you are ordering from me. Do not expect me to draw a realistic portrait of your family members because omg have you seen what I draw? I focus mainly on a lot of pin-up based “sexy” art along with a simpler chibi art style. I am mainly cartoony/anime inspired style

Don't hesitate to ask me if you are wondering if your commission idea matches my art style/aesthetic.

❖ Do:

- Humans
- Anthro
- Monsters/creatures
- Original characters
- Fanart
- Horror art/gore
- Robotic parts
- Semi NSFW pinups

❖ Do (but with extra boba tax of 50%+ added)

- Explicit NSFW
 - However, the agreement is that I will not post it myself, You are free to post it yourself. All I ask is you don't @ me publicly. Just say you commissioned somebody but don't have my public socials on it
 - However with that kind I ask that **all characters are 18+**, preferably fanart/characters from a franchise, if its oc related make sure its your own ocs who are over the age of 18 (or you got permission from the other owner that they can have their ocs drawn in an explicit manner)
 - ◆ Make sure the characters are **FICTIONAL**. Don't make me draw a IRL person
 - ◆ IRL does include youtuber personas (IE Jaiden Animations)
 - ◆ NO IRL SHIPPING
 - ◆ No fecal matter/vomit/sounding

❖ Don't

- Realism portraits (I won't paint the mona lisa or a portrait of your mom)
- Hate content (such as hate speech/racism/sexism/etc)
- Pure mecha
- Realistic cars
- Landscape scene (I am not a landscape artist)

- Fully detailed backgrounds (I will not draw that anymore as that is not my speciality)
- Comics/Comic pages

Miscellaneous information:

- ❖ **I prefer all contact with me be via my contact email:**
contact.bubblepenguin@gmail.com
- ❖ If my email cannot be reached, **discord** can be an option (in order to get my discord, you must let me know ahead of time via email or on the form that discord is your only means of communication)
 - If we end up discussing via discord I have conditions/guidelines for discord contact:
 - We **ONLY** use the **CHAT** function. **DO NOT CALL ME**. If you attempt to call me about the commission, I will refund and block you
 - We only use discord to send the WIPs of the commission and nothing more.
 - Do not try to make small talk with me of “hey” in order to find out about the status of your commission.
 - I will let you know if something comes up on my end that delays your commission
 - Do not try to contact me after hours/after a commission is complete for personal reasons
 - This means trying to RP with me, trying to force a friendship on me, flirting, pushing any boundary on me. I will block you on everything.
- ❖ **DO NOT CONTACT ME ON SOCIAL MEDIA FOR A COMMISSION**. Dms get lost easily. I will redirect you to the commission form/email/etc instead.
- ❖ As you respect my boundaries during communication, the commission process should not be a problem.
- ❖ If you need to keep up with your commission, please commission me through Vgen as there is a “workflow” function where you can see the progress of your commission.