

Art Commission Agreement

Last Updated: 03.01.2023

The following terms and conditions are hereby deemed to be agreed by anyone (hereinafter referred to as “the Client”), who is hiring Jake Light for digital art services (hereinafter referred to as “the Artist”).

This Agreement will be updated from time to time (as indicated above and the new terms will be highlighted in yellow) and shall be legally binding between the Client and the Artist.

Take note that the copy of this Agreement will only be Qe% az ct via the Artist’s Discord Server and any social media accounts owned by the Artist, if any copy of this Agreement is found elsewhere, such copy shall not be considered to be the latest and not drafted by the Artist.

Section 1 - Types of Art Commission

- The available types of art that can be z,*4'done by the Artist are listed below but are not exhaustive (hereinafter referred to as “**Art Commission**”):
 - a. **Twitch/Discord/Stickies/Emotes**
 - Maximum size - 320 pixels x 320 pixels
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 - b. **Portraits/Profile Pictures/Fanarts/Logos/Banners**
 - Maximum size - 3000 pixels x 3000 pixels

Section 2 - Pricing of Art Commission

- Upon The Artist’s acceptance of the Client’s request, the Client shall make a **non-refundable** payment to the Artist via **Donations** at <https://jakelight-shop.fourthwall.com> or <https://streamelements.com/jakelight-8310/tip> (hereinafter referred to as “**The Channel**”).
- No other forms of payment shall be acceptable unless mutually agreed by both parties.
- The Artist shall only provide artistic services to the Client upon explicit acceptance of the request and receiving proof of payment from the Client.
- The pricing of the Art Commission is listed hereinafter and is dependent on the complexity of the Client’s request/specifications.

a. Twitch/Discord/Stickies or Emotes

- 1x Emote or 1x additional emote thereafter = **5.00 USD each Emote**
- 3x Emotes = **10.00 USD**
- 5x Emotes or every additional 5x emotes thereafter = **15.00 USD each 5 Emotes**

b. Portraits/Profile Pictures/Fanarts/Logos/Banners

- Sketch (Head/Half Body/Full Body, only black and white) = **5.00 USD**
- Simple (Head or Half Body, Coloured, No Background) = **15.00 USD**
- Advanced (Full Body/Unique Pose/Multiple Individuals, Coloured, Background) = **25.00 USD++**

Section 3 - Special Promotions

- The Artist may from time to time provide promotional pricing for the Art Commissions (hereinafter referred to as “Special Promotions”).
- In the event there is such Special Promotions being held, it shall form part of or supercede the terms of this Agreement, whichever is applicable.

Section 4 - Use of Art Commission (Client)

- The Client may use the Art Commission for personal purposes.
- The Client may use the Art Commission commercial purposes provided if the Artist has copyright ownership of the Art Commission upon completion of the Art Commission.
- The Client shall credit the Artist as the original author of the Art Commission whenever possible.
- The Client shall not use the Art Commission for the following purposes*:-
 - a. Commit any acts or omissions which are deemed illegal or criminal by any country or state authority.
 - b. Falsely crediting anyone other than the Artist as the original author of the Art Commission.
 - c. Modify/change the Art Commission for commercial purposes without the Artist's explicit consent.
 - d. Profit/monetise the Art Commission directly without the Artist's explicit consent, including but not limited to selling copies of the Art Commission.
 - e. To utilise the Art Commission in any way for the purposes of generating art via artificial intelligence digital tools, applications or programs,

including but not limited to Disco Diffusion, DALL-E (1 and 2), Stable Diffusion, Imagen, "Dream by Wombo", Midjourney.

In the event the Client shall violate any of the above use of the Art Commission, the Artist shall **publicly blacklist** the Client at the Artist's social media accounts (such as Twitter or Discord) and provide the reasons therewith.

Section 5 - Use of Art Commission (Artist)

- Subject to Section 4 of this Agreement, the Artist shall maintain the right to use the Client's Art Commission for advertising and promotional purposes.

Section 6 - Default by the Artist

- In the event the Artist shall default in completing and delivering the Art Commission to the Client for whatever reason, the Client shall **publicly blacklist** the Artist at the Client's social media accounts (such as Twitter or Discord) and provide the reasons therewith.

Section 7 - Termination

- Both parties shall have the right to terminate this Agreement at any time for whatever reason whatsoever by giving a written notice to the other party (hereinafter referred to as the "Notice of Termination").
- The Client shall receive the Art Commission at the time of termination regardless of the state and condition it is in.
- Except for the terms in Sections 4 & 5 of this Agreement, both parties shall have no further obligation to each other in this Agreement upon the date of the Notice of Termination.