

Terms of Service for Penwrythe

Last update: March 7th, 2025

Notice: While I am comfortable with minors following my SFW art accounts, I consider all my projects, art, and animations for a general adult audience. Because of this, I prefer anyone commissioning me to be over 18 years of age. **I will not answer requests sent by anyone under the age of 18.**

See my portfolio at penwrythe.carrd.co for examples of my art and resume. Contact me at amari.vistalgian@gmail.com, Artistree's messaging, Ko-Fi messaging, or through Discord (Penwrythe) if you have questions. Commission Request form is at artistree.io/penwrythe or at ko-fi.com/penwrythearts/commissions.

General Terms

Prices are subject to change based on demand.

I have the right to alter my terms of service at any time. New rules will not apply retroactively and won't influence orders started on older terms.

The client may provide me with any references needed to complete the commission, including character reference sheet, color schemes, and poses. 3D references are allowed (like Blender, ClipStudioPaint, SketchUp, or Design Doll). **AI-generated references or prompts are not allowed and will be rejected.**

I have the right to cancel or deny any commission.

Only one slot per client, first come, first served.

For updates on possible commission statuses, follow me @Penwrythe on these sites: Tumblr, Instagram, Newgrounds, Bluesky, Ko-Fi, and Artistree.

Subjects I'm comfortable with:

I'm fine with most subjects as long as client's requests and the resulting piece is SFW. I do allow for some tasteful suggestive themes, but there are limits on what I am comfortable depicting.

Subjects I'm not comfortable with:

NSFW* art (see both above on suggestive themes and the note below), anything that encourages harm, endangerment, or abuse of vulnerable people, children, or animals, illegal content or activity, discriminatory or hate speech material.

*A note on NSFW art: I'm fine with NSFW only if a request is made to my NSFW alt. My alt is Bladebreecada. I much prefer both Penwrythe and Bladebreecada to be separate. **Please respect this!**

Payment

The payment currency is in USD only and can be paid through Artistree, Paypal, or Ko-Fi.

Don't send me any payment before I am ready to work and agree to give you a slot.

Payments through Artistree:

Commissioned artworks should be paid 50% upfront before work begins.

When submitting a request for a commission through my Artistree form, I will set the price to be 50% of the total commission price, which you will pay as deposit. Once paid, I will start the commission and future check-ins will have the artwork heavily watermarked until the remaining 50% is paid. An Artistree invoice will be sent with the remaining 50% that must be paid before the final artwork is delivered with the watermark removed.

Other Payment methods (Paypal):

Commissioned artworks should be paid 50% upfront before work begins.

When submitting a request for a commission through email or dms, I will send a Paypal invoice enabled with Partial Pay and the total commission price. With Partial Pay, you can pay 50% of the total price. Once paid, I will start the commission and future check-ins will have the artwork heavily watermarked until the remaining 50% is paid. A Through the initial invoice, pay the remaining 50% before the final artwork is delivered with the watermark removed.

Other Payment methods (Ko-Fi):

Ko-Fi does not allow me to customise the commission's listing, so this means that you must specify the commission type and any addons you want for the commission in the request and then pay upfront the entire commission price. Please make sure you are aware that the commission's listing price, along with the addons you choose, will add up to the final price of the commission. If you prefer to order a commission via Artistree or process the payment via Paypal, please contact me. Cancel your order if you want to use my other payment methods.

Refund and Cancellation Policy

Refunds

The buyer is not allowed a refund once I start working on the commission. If I have started on your commission and you canceled it, I retain the 50% paid upfront. You will receive the commission as is. Please do not commission me if you are not ready to fully commit to paying.

If for any reason I am unable to start your commission, you will receive a full refund.

If you cancel your order before I start it, you will get a full refund.

Process Transparency

Pre-commission:

On the forms provided on Artistree, through emails, or through other forms of communication, the client fills out what they would like to commission from me: which tier, category of completion, and additional add-ons based on the commissions sheet/information, along with any references needed for the commission piece. Once ordered, I will respond in 24-48 hours and review the commission order with the client via Email or Discord DM. Once approved, the client must pay 50% of the commission's price before I begin the commission process. Once paid, I will notify the client of the start of the commission artwork and the Expected Turnaround Time will be activated.

The Expected Turnaround Time varies from 3 weeks - 2 months depending on factors such as health, the complexity of the commissioned piece, and other work.

Once the piece is finished you will receive the full-resolution image along with a web-friendly size. Note that there is no physical product.

During Commission:

Depending on tier and completion category, I will notify the commissioner in a check-in on each step of the commission with an attachment of the watermarked artwork in progress.

Sketch Pass 1 (Roughs): Once the commission is paid (either by initial 50% of the price or the full price), I will begin the basic details, composition, and basic anatomy of the characters and/or composition. At this point, the client will see that the commission has started.

Sketch Pass 2 (Cleanup): Refined details, corrected/revised composition, and anatomy of the characters. At this point, the client can request suggested minor corrections free of charge. Any major (pose change, composition change, etc.) revision requests past this point will be charged \$15 per revision.

Lineart: After cleanup, Lineart will be done and locked in.

Flat Colors: Basic colors, gradients, and textures (if requested) will be done and locked in.

Cel-Shading or Full Render: The commission will be fully completed based on the rendering style requested.

Post-Commission:

Once done, the completed watermarked artwork will be sent for a final check-in for the client to review. Remember: any major revisions requested will be charged \$15 per revision. Once approved, the client must pay the remaining 50% via invoice - if paid either through Artistree or Paypal, then I will send the completed artwork via Artistree or email as a high-resolution PNG file attachment.

Note: A JPEG or other file type will also be sent upon request.

Special Note on Character Sheet Commissions

The process is similar to the above commission process, however, I need more information and context to create the character sheet(s) for your character. Remember, this commission is for 1 character per order. Please answer the following:

- Rendering styles of your choice:
 - Color Flats/Toony: Base Price on the Commission Sheet (Currently \$400)
 - Upgrade to Detailed Cel-Shading: \$50
 - Upgrade to Full Render: \$100
- Number of sheets for 1 character: Max 3 additional sheets, +\$150 for each page
- What is this character sheet(s) for? Is it a general character sheet/spread? Or is it for future animations, 3D models, or other projects? **Note: if this is used for a commercial production or products, please know this will incur a commercial or royalty fee.** Remember to credit me! My credit is Character Designer or Illustrator Amari Harkness | Penwrythe.
- Any focus on pose type or sheet type?
 - Static or Dynamic Poses
 - Poses for 3D modeling (does not include me modeling your character)
 - Character Breakdown (for 2D/3D animation or Character Rigging)
 - Facial Expressions
 - Props, Clothes, Weapons, or other Accessories

Revisions

The client is entitled to 5 revisions during the whole commission process.

- Minor revisions will not be charged (anatomy correction, color change, small details)
- Major revisions will be charged \$15 (changes in pose, composition, shading and lighting, background elements, addition or removal of props, etc.)
- Changing the subject of the commission will not be permitted after completing the payment.
- There will be no further revisions allowed once the commission is considered complete.
- Extra revisions will incur fees proportional to the additional workload.

Copyright and Usage Policy

Under no circumstances may my signature(s) be removed from any work. Art may not be modified or edited by anyone but the original artist.

I, Penwrythe, the artist:

- reserve the right to cancel and refund the order at any time for any reason.
- I retain all copyrights over the commissioned artwork.
- I will NOT claim the intellectual property (IP) of the commissioned artwork (your characters, worldbuilding, concepts are still yours, etc.).
- I will NOT use the intellectual property (IP) of the commissioned artwork (your characters, worldbuilding, concepts, etc.) in blockchain-related technology, including NFTs, cryptocurrency, or future inventions in this space.
- I will NOT use the intellectual property (IP) of the commissioned artwork (your characters, worldbuilding, concepts, etc.) in any AI datasets, AI tools, the creation of AI references, and any present or future inventions in this space.
- I reserve the right to post the commissioned artwork online, in my portfolio as well as in publications such as art books.

You, the client/customer/commissioner:

- You may upload the commissioned artwork on any website and social media channels.
- You may NOT make profits from the commissioned piece (reselling, redistributing, uploading to POD-services, making prints for selling, etc.).
- You may NOT alter the commissioned artwork without my (the artist's) consent.

- You retain the rights to the intellectual property (IP).
- You may NOT use the commissioned artwork for commercial purposes.
- You may NOT use the artwork in any blockchain-related technology, including NFTs, cryptocurrency, or future inventions in this space.
- You may NOT use the artwork in any AI datasets, AI tools, the creation of AI references, and any present or future inventions in this space.

The following is considered copyright infringement:

Reproducing/using the copyrighted artwork commercially - means making money off it in any way not excluded from these terms.

- Claiming the artwork as your own.
- Altering the artwork without my consent.

Commercial Usages

In some cases, commercial usage and rights can be discussed and the commercial rights to the image may be purchased. Purchase will incur a commercial or royalty fee.

Commission TOS template altered from templates provided by [Nadiaxel](#) and [Jejjandee](#).