

Terms and Conditions for Commissions

Updated 10.28.2021

Contact Info:

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General

Please do not provide plagiarized art references, or character references for which permission/consent has not been given to be featured in this work. By commissioning the artist, you are expressly stating that no characters featured are being used deceptively or otherwise disingenuously. If the artist suspects characters are being used in this manner, the commission may be terminated and proper refunds issued.

Dates for completion are not estimated ahead of time. Requests to meet a deadline for illustrated work require a minimum of 3 weeks notice, or else may be met with an additional fee for expeditious work. Deadlines for animated work are not accepted, should you choose to commission an animation, you will simply have to be patient with the process.

The artist will remain in communication via email by default, but may accommodate alternative platforms for communication. Correspondence should be restricted to discussing the contents of the commission for the duration of the transaction, up until the final product has been delivered. The artist will be as prompt as possible in responding, and WIP previews will be provided to the client at any time upon request.

Should the client violate professional conduct or cease communication during the progress of the commission, a full/partial refund equal to the services rendered will be issued and the commission terminated.

Sketching for your commission cannot start until the minimum payment is made, and the final product can't be sent until the payment is completed in full.

Edits and adjustments during the sketch stage for illustrations are free of any charges or fees. This includes complete start-overs, major edits to pose, perspective, frame, or angle of the drawing, adjusting features of characters, anatomical changes etc. The client is expected to be timely in correspondence to request these edits, as the artist will not continue work on a sketch without approval.

Animated commissions may receive 4 free major edits during the sketch phase. From then on, edits to the sketch may come at a fee to be determined at the artist's discretion.

Major edits after the line art of any commission can be done with a fee. Complete start overs of a project will be processed as a new commission.

Anyone under the age of 18 is forbidden to contact the artist for any commission regardless of nudity or sexual content. The artist reserves the right to terminate client

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interaction if at any point there is reason to suspect that a client is lying about their age.

Upon completion of any illustration, the client is entitled to receive the finished product via a png file, alternate file types may be delivered upon request. Animations will be delivered in the form of a gif and an avi video file. Upon request, the client may receive the raw file containing the layers to any work commissioned by the artist, however the client is not authorized to make changes or alterations for public posting without permission from the artist.

Unless otherwise specified by the client, no illustrations are made with any intention in format or color balancing to be printed, and no accommodations will be made to print or ship.

Payments and Communication

The artist only accepts payment in USD via paypal. No alternative payment methods are supported at this time.

Do not send money to my paypal with any description of the commissioned content. Payment in this form will be immediately refunded, and business with clients who violate this rule may be blacklisted entirely.

For illustrations, the artist will send the client an invoice for the agreed upon price. Each invoice is made to allow 30 days for payment, and the client can choose to make partial payments, or pay in full within that time frame.

For custom animations, the artist will send the client an estimate. This is to allow for changes to be made so the final price may reflect the real workload of the project. Once the animation has been sketched out, and the client is satisfied with it, the artist will convert it into a proper invoice so the client can choose to make partial payments within the allotted 30 day time frame, or pay in full. Should the client decide to cancel an animated commission before the sketch is done for any reason, a cancellation fee of up to %25 of the estimated total will be charged to recoup the value of services rendered when sketching.

For "Your Character Here" style animations, the artist will send an invoice in the same fashion as illustration commissions, as the price is already set when advertised. Any edits to a YCH style animation which require major changes to the animation itself may be negotiated between the artist and the client, but the artist reserves the right to refuse to comply with these requests. In which case, the artist may refund the full invoice. Should the client choose to cancel the commission, a cancellation fee of up to %25 of the invoice total will be withheld from the refund to recoup the value of services rendered.

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Refunds/Cancellations.

The artist reserves the right to cancel any transaction without reason. Should the commission be canceled before any sketch has started, the client will receive a full refund.

Clients may cancel at any time, and may only receive a full refund for your commission if no work has started. If the commission is partially done, a partial refund will be issued and the client will receive the incomplete illustration. If only the sketch has been done, the client may receive a 75% refund of the invoice total. If the work is any further completed, the client may receive a maximum refund of up to 50% back. Should the client decide to cancel an animated commission before the sketch is done for any reason, a cancellation fee of up to 25% of the estimated total will be charged to recoup the value of services rendered when sketching. Cancellation fees of animations that are partially done will depend entirely on how much work has already been completed.

Rights and Permissions

When finalizing your purchase, please understand that you are purchasing digital merchandise, and that the artist will not ship a physical copy of any merchandise to your address. Any physical copies are to be made at the client's own responsibility and expense, and these physical copies are meant for personal use only. You are not authorized to profit commercially from redistribution of my work.

The artist **does not** claim any ownership of original characters, or intellectual property featured in the finished product. The artist **reserves all rights** to any illustrations/animations commissioned, and to post the finished product and showcase it online. Contracts for commercial art are currently not available.

If the client does not specify otherwise, it will be assumed that it is your intention to remain anonymous, and the artist is not obligated to name any involved in the commission when posting or showcasing the product. If it is the client's desire to keep a product made by the artist private, this should be discussed with the artist, as this can be accommodated and respected. The client reserves the right to reverse this decision and post publicly at any point, and by doing so, you automatically consent to the artist posting as well.

Signatures/watermarks made by the artist are not to be tampered with, cropped out, erased, removed, or shrunk to an illegible size. If an illustration must be cropped to be used as a profile, icon, or background image, credit should be listed where readily available.

This Document is subject to change without notice, and all terms apply to any commissions made after the most recent revision.