

## **Terms of Service**

### **Payment and Pricing:**

All listed prices are at base cost only, and may be adjusted on a case by case basis depending on the style and complexity of the request. A final estimate will be sent to the client during the inquiry period. At the time a final price is agreed upon, it is not subject to change. Payment must be made up front, in total, at the time of confirmation. Payments may be split into two equal 50% payments for commissions which total value exceeds or equates to \$100USD. For special circumstances, I am flexible and will allow a payment plan. Payment Plans are discussed with the client before any work has been done on their commission. Artwork will not be completed or posted until all payments have been received.

To prevent fraudulent refunds/etc, payment for digital work must be sent through Paypal as SERVICES, not Goods. Sending payment under the wrong heading will result in the money being refunded immediately and the commission will not begin until payment has been made properly. All payments for commissioned work will be INVOICED to avoid delinquent payment, please do not send payment until you have received my approval and get the invoice email.

### **The Will/Will Not Draw List:**

Below are two lists, a will draw and will not draw, that note subject matter and materials I will not draw for a commission. If one of these items is listed in your inquiry I will decline your order politely.

#### **Will Not Draw**

- Watersports/Scat
- Adult art of minors
- Complex armor
- Machines and complex mechanical elements
- Architecture
- Bestiality
- Copywritten Characters (i.e. Manga, video games, etc.)
- Sexual intercourse of any kind
- Vomit
- Hyper

- Micro/Macro (Within reason)
- Fat/Muscle (I will draw it within the realm of realism, not hyper)
- Inflation
- Internal shots/views

### **Will Draw**

- Pin-ups
- Nudes
- Animals
- Anthropomorphs / Humanoids
- Mechs and Robots
- Monsters and Mythological Creatures
- Simple weapons
- Costume Design
- Simple architectural structures
- Simple to intermediate armor
- Portraits
- Violence (There is a limit to how violent)
- Action shots
- Cosplay (Original characters in cosplay)

My “will draw” may be short but that does not mean that your idea won't necessarily be declined. If you are unsure that something in your request might not be acceptable, please ask. Again, please be aware that I have the right to deny your commission request if I feel it is not something I can do. As an artist there are just some things I will not do no matter how much money is offered. Please be polite and respect that and do not argue with me or get angry with me if you are told no.

### **Sketch Approval and Revisions:**

Sketch Previews: A “Sketch” Stage is available for commissions which total value exceeds \$50 USD only. During this “preview” stage the client may ask for revisions and point out errors. The commission will be halted until feedback is supplied and a new sketch has been approved. The number of revision sketches allowed is limited to two.

Changing characters or background elements at this time will result in a “new” commission status where a new price will be assessed and agreed upon, plus a corresponding fee for the original sketch.

### **Commission Cancellations and Refunds:**

**If the artist cancels a commission:**

The artist reserves the right to cancel any commission at any time for any reason. Refunds of clients due to the artists' cancellation will be determined on a case by case basis. (For example : Personal hardship on the part of the artist will result in a 100% refund to the client with apologies. Continued harassment or inability to contact the client for extended periods may result in a reduced refund if the artist chooses to cancel.)

**If the client wishes to cancel a commission:**

If the commission is a “small” commission (a total value of \$50 or less) the client will be refunded the amount of commission if cancelled within the first 24 hours. After the first 24 hours, the client will be refunded the amount of the commission minus a corresponding sketch fee.

If the commission is a “larger” piece (value of \$50 or more) or has had a sketch approval and work has begun, the client will be refunded the amount of the commission minus a corresponding sketch or labor fee.

(For example: If the work is more than 80% completed at the time of the cancellation request, only 60% of the original price will be refunded. )

**Inquiries:**

Inquiries regarding commissions via note or e-mail are quite welcome. However, more than 2 inquiries within 24 hours (unless in sketch approval stage) for an extended period will be considered harassment and may result in the artist's cancellation of the commission.

**Usage**

As the **artist** :

I reserve commercial and creator's rights to commissioned work. I may make prints of the work or otherwise use it within my portfolio or merchandising, unless different terms have been negotiated during the original agreement (See Below)

As the **client** :

You **may** crop the image for use as a user icon or character portrait. Credit is appreciated but not always necessary!

You **may** make prints of the work or incorporate it into crafts (keychains, pendants, t-shirts, etc) for *your own personal use only*.

You **may** repost the finished work to your own galleries or websites with credit and a link back to the artist's website or site gallery.

You may **not** modify the original work\* or hire another artist to modify it for you. (If there are small revisions to be made over time, I would be happy to negotiate "touch-up" fees to the original myself.)

You may **not** claim the work as your own or remove the original signature / text from the image.

You may **not** make money off the original work, including selling prints, merchandise, or digital copies of said artwork, including as "illustrations" to a published story, without purchasing exclusive rights to the work. If you would like to purchase exclusive commercial rights to your commission, please contact me with an inquiry to negotiation.

**Note:** If you aren't sure that what you are doing is acceptable, please ask! It may save both of us legal headaches later. :)