## **Kekreations Art – Kirsten McKenzie's Commissions**

### **Character Illustration**

**Terms of Service 2022** 

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<u>Website</u> ~ <u>Instagram</u> ~ <u>Twitter</u> ~ <u>TikTok</u> ~ <u>FurAffinity</u> ~ <u>Commission Form</u> ~ <u>Tip Jar ~</u> <u>Artstation</u>

### General

- ToS are subject to change with or without notice Terms for your commission will not change if it is in process though.
- I reserve the right to decline any commission, with or without reason.
- Turnaround times for commissions are typically 1-2 weeks from receiving payment, although may take 1-2 months at most.
  - If timeline estimates exceed these expectations, you will be informed and may be put on a waitlist to be contacted at my soonest availability.
  - o I can often give you a general timeline of your specific piece upon request.
  - If you need artwork by a specific date or time frame you may request as such, but that may entail an added fee and I may decline your request.
- Price quotes are only valid up to a month that you received it.
  - Similarly, timeline quotes before payment are subject to change after 48 hours
- I often work on my comic or personal projects in between commissions to keep myself inspired and motivated for all work – do not be discouraged if you see me uploading this type of work before your commission. It will still be received within the above timeline.

# Copyright/Distribution

- I retain the copyright of the artwork, you may not commercially distribute or profit off of my artwork unless previously agreed upon.
  - Commercial use of my artwork may or may not be accepted and will entail an additional charge.
  - The copyright of the content, characters, ect, remain YOURS, but the individual artwork remains mine.

#### You may NOT

- Post my artwork on any website without credit (this can include my name, social media handle, or links to any of my social media handles/website)
- Alter my artwork in any way, such as coloring or recoloring, editing, or animating (Necessary cropping for avatars and banners is acceptable but credit must be present)
  - Exceptions may include lineart or coloring pages intended to be colored by you or a 3rd party. This exception must be agreed upon in writing.
- You MAY post my artwork on any websites or social media WITH credit to me as the artist.
  - You MAY get my artwork printed on paper or other products for your PERSONAL use, not for sale or commercial.
- As the artist, I retain the right to sell prints or use in my portfolio and other social media.
  - Exceptions include projects or gifted artwork that the commissioner requests to be kept non-published UNTILI a certain date that must be agreed upon.
- As the artist, I reserve the right to reproduce or distribute any art I produce in any form such as prints, merchandise, ect. I retain all rights to the artwork itself.

## I WON'T do

 I do NOT draw NSFW content. Blood, some levels of violence and gore may be accepted, but I do not draw sexual content.

- Blood, violence, and gore, are also subject to refusal if I am uncomfortable with the subject matter/level of gore (such as acts of sexual violence or violence against minors/children).
- Please do NOT expect me to work off of a rough or no general idea for your commission.
   I am not here to come up with concepts and ideas for you. I work best when I have clear and specific instructions on what you expect. We may brainstorm ideas together, but I want a clear idea of what you will be happy with before starting your commission.
  - If you cannot get clarity on your desired piece, I may ask you to think on it and come back later.
- Excessive machinery or robotics, this is again, something I am not proficient or comfortable in. I always want to give my clients the best work possible. If your character has some robotic body parts, please make sure there is a detailed and CLEAR reference for me to work off of to give you the best result.
- I will NOT work in another artist's style. If you commission me, you will receive artwork in
  my style. I am not comfortable with imitating another artist's work, nor will you get the
  best product from me that way.
  - I DO, however, sometimes work in a variety of different styles myself. If you are interested in something other than my typical, semi-realistic style on my commission sheet, you may request and clarify your interest in one of my other styles! (This may change price quotes)

#### I WILL do

- I don't mind working on characters without visual reference sheets. BUT this means it is
  up to you to give me as many details, references, and color references as possible to
  achieve an accurate representation of your character. Visual references ARE preferred
  though.
- You may commission me for
  - Pet portraits
  - Humanoid characters (including Kitsune and Kemonomimi)
  - Feral (animal) characters or portraits
  - Fantasy creatures

## **Payment/Pricing**

- Payments are accepted via Paypal ONLY.
- WAITLIST- If you are told that you are put on a waitlist, that means I am not comfortable taking your payment yet with the current queue of commissions I have and the time it will take before I start working on your commission.
  - I will contact you at the soonest available time and confirm you still want the commission and take payment
- When is payment taken?
  - Commissions under \$150 are paid 100% UPFRONT
  - Commissions above \$150 may offer 50% upfront and the remaining 50% upon final review (inked and colored, not shaded/finished yet)
- Payment must be sent within 48 hours of invoice sent otherwise you may forfeit your position in the queue.

# **Refund Policy**

- I will offer you a refund if I take longer than 2 months to complete your commission.
- I will offer you a refund if requested BEFORE I start working on the commission.
- I will NOT offer you a refund if I have successfully completed and delivered your agreed upon commission.
- If you request a refund in the middle of the commission process, you will ONLY receive
  the cost of the percentage of the commission that has not been completed yet.
- I will NOT offer you a refund based on failure to read my ToS, which you agreed to by paying your invoice AND by submitting your commission request form.

### **Commission Process**

- After submitting your request, please allow me 24 hours to get back to you via your initial form of contact.
- You will be updated and allowed to review your commission at 3 stages of the process,
   The sketch phase, flat color phase, and final phase.
  - Your payment includes 2 rounds of revisions in the sketch stage, 2 revisions in the flat color stage, and 1 revision in the final stage (unless, of course, your commission only includes certain stages). EXTRA revisions will require an additional fee.
- Commission deadlines/rush requests MUST be defined at initial discussion before I start your commission.
- Please do not be concerned about the timeline of your commission. All commission work
  I do for others receives my best care and effort to bring your vision to life! I often work
  very quickly, unless I have a long queue ahead of you— this does NOT mean that I am
  rushing your artwork or that it will have a negative impact on your final product.
- Commissions often get done on a first-come first-serve basis, unless an additional payment is made to move forward in the queue.
- Please give me CLEAR reference sheets or color references for your characters. You
  will get a chance to edit these colors in the Flat Color stage if necessary, but otherwise
  the artist is not held responsible for inaccurate colors or depiction if clear references are
  not provided.
- You may NOT add additional accessories, features, ect, past the sketch phase of the commission WITHOUT an additional fee. Small accessories or changes may be added or done at that phase before continuing.

Commissioners must read and understand the Terms of Service. By sending in your request form or sending payment, you are agreeing to these terms.

Regardless of whether you read or not.