Lexxarts Terms of Service

I reserve the right to deny any commission for any reason, stated or otherwise.

Rights and Licensing

I, the artist, grant a <u>non-derivative single-use</u> license to the commissioner, unless otherwise negotiated. As the artist, I retain the right to use copies of the commission for advertisement, unless otherwise negotiated.

If you order anything other than a sketch and have paid the fee, received the sketch and then canceled your order, you lose rights to the final product.

Cancellation of Order

You may cancel the order at any time, however, by doing so you forfeit <u>any and all rights to the commissioned piece,</u> at whatever stage of completion it was at.
Should the order be canceled after you have approved the sketch and sent the final payment, you will receive a refund of the final payment.
You ***may not*** use that sketch for anything else after it has been sent to you if that was *not* what you had ordered.

Harassment of any form will result in immediate cancellation without refund. I will not put up with it, nor should I be expected to.

Understand that all commissions will take time to complete; the more I must add, the longer it takes to complete. Please be patient. Do not harass me for status updates - you will receive them as I finish each stage of the project, and intermittently throughout each stage. I will always inform you if there is anything preventing me from completing the commission within a reasonable time frame (e.g. illness, internet/electricity loss, file/data loss, priority commissions).

I will discuss options (postponement or cancellation) at that time.

If you need the commission completed within a specific time, please inform me up front. All commissions with a time-constraint will take priority, but please be aware that ***I will not accept anything under a 5-day turnaround***.

I will consider rush jobs (5-8 day turnaround) on a case-by-case basis. I will charge a 50% rush fee.

Burnout, technical difficulties and real-life events may cause the commission to become overdue. I will always update you, the commissioner, as soon as I am able.

In Case of Illness or Death

Should I, the artist, be unable to complete your commission due to severe illness or death, you will receive a refund for the work *not yet completed.*
Should you not have received the preliminary sketch, you will receive a full refund. Should you have received and/or approved the sketch but have not received the finished product, you will receive a refund of your final payment, *not* including the sketch deposit.

Ordering

Be sure to fully outline the nature of your commission.
This is to protect both you as the consumer and me as the artist. I will do my best to provide a quality product and experience, but I cannot do so without sufficient information.

It is necessary to provide the following things to ensure as smooth a transaction as possible: **type of commission** (full-body character, poster, cover, etc), **written description of desired image and/or references***, and **intended use and size** (see example in "Commission Format" below). You may also wish to include a deadline of completion, or other information that you think would be helpful in the completion of your commission.

Please be aware that when the product you are ordering is a digital file, you may not remove my watermarks should you choose to post it elsewhere. *Only if negotiated between the commissioner and artist may the watermarks be removed.* **All reposts should credit the artist, regardless of negotiation.** Visible links back to my pages and work are the only form of advertisement I have.

Before ordering, please be sure to have read through what I will not, under any circumstances, create.

I Am Not Willing to Draw:

I will not under any circumstances **draw or create content that violates the host site's user agreement, terms of service, or any copyrights held by individuals or their corresponding images.** There are certain IPs that I will not create art for, due to NSFW (not safe for work) content, violation of site terms of service, or personal preferences. *If you are unsure if your request falls into this category, please ask.*

By personal preference, I do not create:
- Fetish art, porn, etc
- Gratuitous self-mutilation or gore
- Hate art (includes attacks on individuals/groups, as well as art that supports hate groups)
- NFTs or art to train AI on.

If, at any time, I feel uncomfortable with the request, the request will be denied.

If you have any questions about the above statements, please message me and I will clarify.

***Requests without visual reference accept a $50 design fee.** This covers time and effort spent on research and visual development.*

Payment

Do not send payment until I confirm the commission. There are things that I will not draw, so before ordering be sure to have read through them.

All customers must pay a sketch deposit upfront; the deposit is 30% of the final commission price. ***This deposit is non-refundable**, regardless of order cancellation.*

Once you have paid, I will send you sketches to be approved, then begin working. You will be able to change the chosen sketch thrice before I proceed.

If you want to change it again after that, I charge a $5 fee per change.

Rush jobs only get one change to the sketch.

Alternate payment plans must be negotiated up front.

Commission Request Format

When ordering a commission, you may find it useful to use this form or to follow the template below. Please send your request via Discord, Bluesky DM, or via email.

> **Re: [Name]'s Commission**
>
> *I would like to commission you for a [Commission Type], using [linked/written reference] doing [action]. I want to [intended use] with it, so it needs to be at least [preferred dimensions, include dpi if you can].*
>
> *I need it by [deadline, if applicable].*
>
> *What is the estimated price?*

So, filled out it'll look something like this:

> **Re: Lex's Commission**

*I would like to commission you for a poster of **Rudi** leaping over a log. He would be in fox form and being chased by hounds through dense forest.*

I'd like to print out a single copy for personal use, so it needs to be at least 3300x4200px at 300 dpi. I would need it done by August 15, 2016.

What is the estimated price?

If you choose not to include a written description of a character and do not have an official reference sheet for them, please include links to a mood board or other images that can be used.

If any images used for reference were made traditionally, please scan them or photograph them in proper lighting. If I am unable to make sense of certain design elements, I will preserve your interests as a customer and refuse your commission.

Agreement to Commission

By choosing to follow through and commission me, you have stated that you have read through and agree to my Terms of Service. You have also agreed that any violation of these terms will result in an immediate, non-refundable cancellation of the commission.