# **Terms of Service:**

These TOS are for private, non-commercial commissions. If you are considering a commercial commission, please contact the artist to discuss pricing and terms.

Please read the terms below before sending payment. If something is unclear, feel free to send questions or concerns to blindcoyotestudios@gmail.com

### **Prices**

- Keep in mind, the prices on display are minimum estimates; Before the commission begins, a price must be agreed upon by the artist and the client. Prices may vary depending on the end use, size, medium, complexity, background, and overall difficulty of the commission. "Complex" add-ons include wings, high detail textures such as scales or feathers, detailed costumes, and tattoos. In other words, extremely time consuming add-ons. Work is subject to discretion of the artist for additional fees and charged 'add-ons'
- All other commissions are handles on a case by case basis.

## Payment

- Payments are to be made fully in advance. For projects over \$200, the the client will be asked to either pay fully in advance, or half in advance and the final amount upon completion.
- Payment plans can be arranged if the price of the commission exceeds \$200. This must be first discussed upon the price quote process.
- If Payment Arrangements are made, the completed commission will only be shown in a very low resolution, watermarked image, or proof, until final amount is received in full.
- Payments will be sent via PayPal invoice to client. Only exception is In-Stream Sketches.
- If for some reason the client becomes unable to pay for the discussed commission, a refund will be issued back to the original PayPal account payment was received from.
- Paypal is the preferred method of payment online since it is secure and quick, allowing
  the commission process to move more easily. If the client wishes to pay another way,
  please discuss alternative payment with the artist. (Payments received outside Paypal
  invoice are non-refundable entirely.)
- Payment is due by the discussed deadline. If no deadline is set, payment will be due
  within the first three days of agreeing upon a price. Late payment may result in a refund,
  late fee and/or the loss of the slot.

- A 6% tax will be added to all commissions to help cover paypal fees and as a small service charge
- A 25% rush fee may be added to expedite your commission on my work queue.

#### Refunds

- If no progress has been started on the commission, a partial refund of 75% will be issued.
- If a sketch, or further progress has been made on the commission, only half will be refunded, if the commission is already completed, then the artist may choose to charge the full fee
- 25% of commission cost is non refundable
- Payments not received via paypal invoice are non refundable.

#### Process

- The artist may ask the client to approve process sketches and the client may ask for revisions in the sketch stages. Additional fees will be charged after 3 minor revisions, and/or one revision requiring a new direction in the assignment.
- For revisions, Major ones such as composition and posing can only be made in the sketching phase. Minor ones such as color, and small additions. 1 major change, and 2 minor changes allowed.
- Clear, concise visual references and/or descriptions must be provided by the client.
   Examples of this include: Character Reference Sheets, Clearly laid out text descriptions, or previous commissions depicting commissioned character or characters. A small fee will be applied if client can only supply a text based description.
- Commissions are done in the order in which they are received. Commissions Paid in Full have higher priority.
- During the process of the commission, the artist will update the client through e-mail as often as necessary. The client is welcome to check for updates when they feel it is necessary. When work in progress (WIP) updates are sent, the client is asked to respond in a timely manner (3-5 days is ideal).
- The artist may refund and cancel a commission due to poor communication, rude or inappropriate behavior, or inability to communicate in effective English.
- A commission may be discussed via public forum, instant messenger, social media or
  private note, but must be moved to e-mail once major details have been discussed. The
  client/commissioner is responsible for creating a collective of all details relevant to the
  commission via e-mail.

# Rights

- The artist has the right to decline a commission for any reason.
- The artist may recycle sketches and preparatory work rejected by the client for use in other commissions and/or personal work.

- The artist retains all rights to the commissioned piece, including printing rights, distribution rights, and the right to display commissioned work on the artist's personal website/galleries. Rights may be negotiated, additional fees may be applied. Credit will be given where credit is due, in these matters.
- Alterations of the final artwork are to be made only by the artist. After acceptance of the final piece, if further alterations are required, additional payment will be charged over the original amount.
- The client may re-post their commission under the conditions that they only post the low resolution, watermarked version of the piece, and credit is given linking back to the artist's gallery.
- Additional Rights may be purchased to the images. Basic Rights include low resolution
  posting to personal galleries, and personal printing only. Extended Rights include use for
  non profit such as YouTube, story covers, etc.
- The client may not profit from the artwork beyond the resale of a physical original painting or original drawing. In the occurrence of a client profiting from the artists' work, they will be held responsible for reimbursing the artist for all profit gained through the resale of the work.

# Shipping/Originals

- If the client has ordered a traditional commission, shipping fees will need to be payed. By default, shipping is done through USPS, fees will vary if the client wishes to use another carrier. The final fee will be discussed in the agreement, usually shipping is around \$3-\$5. International fees may vary.
- For digital commissions, the client will receive a high resolution file along with a smaller, resized file, (if a specific size is needed, this will be discussed before agreeing upon a final price). If the client wishes, a quality print up to 11in x 17in of a digital commission can be shipped. Shipping and printing fees apply at a 25% markup.

#### Content

- The artist will not draw, or accept a commissions of an extreme nature.
- Commissions of adult nature (Tasteful, or Adult) will only be accepted under certain circumstances; Twitter or Public Journal announcements.
- Customers may only inquire about these types of commissions when an announcement has been made to advertise them as available for purchase.
- The artist will only accept Tasteful or Adult commissions from clients 18 years of age or older. Zero Exceptions to this.
- The artist will not accept any commissions of a violent nature or extreme fetish nature.
- Adult Commissions have a 50% markup.

By sending payment, you, (the client), are agreeing to the above terms of service.