

These Terms of Service are relevant to NONCOMMERCIAL projects only and are subject to revisions, editing, and additions without notice. Prices and policies are based in part off of the "Graphic Artists Guild Handbook: Pricing & Ethical Guidelines, 13th Edition" book. TERMS LAST UPDATED JULY 27TH 2024

Please take a look at my price guide - [Click here](#)

- 1) Displayed base prices are subject to change according to the complexity, difficulty, size and medium of each individual piece.
- 2) Clear and concise visual references and/or description of a commission idea must be provided by the Client. After which a preliminary quote will be provided by the Artist.
- 3) Payments must be made in full within 7 days of invoice before any work is done. Payment plans are available for those greater than \$250. Once full payment has cleared, the Client's commission will be added to the Artist's work queue.
- 4) Payments are accepted in USD only, through Square, or Square Cash. The artist will not accept payment in any other form.
- 5) Client will have the opportunity to direct alterations of the work during the sketch/thumbnailed stage, and again at the flat color stage. Requested revisions that diverge from the Client's original commission description/references may increase the length of time a commissions takes, and will be billed separately. Minor revisions can be made after the commission is complete.
- 6) Critiques and redline corrections for commissions above \$200 are welcomed to ensure the best result. Commissions under \$200 are considered small works, thus revised sketches are not factored into the price.
- 7) The Artist reserves the right to reject critique and redline pertaining to artistic skill or style preference (i.e. anatomy, coloring style, etc.) or if said critique reduces the artistic quality of the piece.
- 8) Refund policy is as follows; if the client wishes to cancel their commission before work begins, the artist will retain 5% of the original commission payment in US dollars as a convenience fee. In the event of Client cancellation during the sketch/thumbnailed stage phase, a 50% refund of original payment will be issued. No refund will be issued if the Client cancels during the color stage, or after the commission is complete. If the

Artist cancels the commission, 100% of the original commission payment in US dollars will be refunded to the Client.

9) The Artist reserves the right to cancel a commission and issue a refund due to poor communication, rude or inappropriate behavior, or inability to communicate in clear/effective English, or unforeseen inability to complete the commission.

10) Communications about commissions between the client and Artist will take place solely through email (acato1125@gmail.com) for the purpose of record-keeping and consolidation. The artist will not discuss commissions with a Client using personal note, instant messenger, or public forum.

11) The Artist ensures the Client will receive email updates on commission when necessary. Clients are encouraged to check in when they feel it's necessary for updates, assurance, reminders, or questions. Public updates will also be made via the trello page <https://trello.com/b/erqk64Uv/vincys-commissions>

12) The Artist reserves the right to reject any commission for any reason.

13) The Artist retains the right to display all commissioned work on any personal website, gallery, or journal. If the commissioned work is a time-sensitive gift the Artist may delay public showcase at the request of the Client.

14) The Artist retains ALL the rights to the commissioned artwork, including the right to make prints and merchandise, and to alter the commissioned work to make it more generic for print at the Artist's discretion. Image rights can be negotiated for an added fee.

15) The Client retains all rights to their respective characters. This does not allow them rights to the commissioned image (see articles 13 and 14).

16) The Client may not profit from the artwork beyond the resale of a physical original painting or drawing (traditional media, not digital). This includes the sale of the digital files, rights to the image, minting Non-Fungible Tokens, any blockchain or cryptocurrency related technology.

17) The Client may create up to three prints for personal use (display in their home or as gifts). Client may also resize or crop the artwork to create icons, wallpapers, or other graphics to be used in non-commercial digital format, but the Client cannot alter the

artwork itself. The Client may also upload the artwork to their personal website or gallery accompanied by a credit line to the Artist, and it must not be any high resolution or unwatermarked version of the artwork.

18) The Artist may recycle sketches and preparatory works that were rejected by the Commissioner for other commissions or personal works.

19) In the event that a client is unreachable by ordinary contact means (email) for 3 months or more, the Artist reserves the right to cancel the commission and retain a 5% fee. If the Client is unreachable for 6 months or more, a refund will not be issued. The client is welcome to receive credit valid toward another commission at the Artists current rate (having rescinded their spot in line due to lack of communication). If the client is unreachable for 1 year or more, then the payment is void.

20) The Artist is not responsible for lost or damaged items sent by mail.

21) The Artist may not be available to answer emails on holidays, scheduled days off work, or emergencies. If you do not receive an email reply within 7 days, I encourage you to resend your email. Occasionally client emails are lost in the shuffle or accidentally deleted.

22) The Client must read, understand and agree to all the above terms before entering into an agreement with the Artist. By sending payment, the Client agrees to the above terms.