FINVISUALS TERMS & CONDITIONS FOR COMMISSIONS:

By commissioning me in any way, you acknowledge and agree to all terms below, unless otherwise discussed in private conversation during the commission process.

- Please write in a clear and appropriate manner when messaging.
- Provide clear references when requested and/or a detailed list of what the character[s] physical description is.
- Inappropriate and discriminatory behavior will NOT be tolerated, and your commission
 will be cancelled if that occurs. Should the finished piece be used to marginalize,
 discriminate, or attack anyone, I retain the right to ask the client to remove this piece
 from that platform and will contact that platform if the client refuses to comply.
- Absolutely no refunds for commissions will be given unless the commission has not yet been started. Details described AFTER initial payment may be subject to changes in commission price.
- I, the artist, have the right to decline or cancel a commission for any reason, and am not required to document or state that reason.
- Commercial work will ALWAYS require an additional fee or royalties.
- If a client requests a commission with a deadline, rush fees will be applied according to work queue and detail complexity.
- I, the artist, retain the right to post this work to Instagram, Youtube, Tiktok, Pinterest, and any other site or social media. These will include the product, live streams, timelapses, and any reference images the client has provided.
- You may not claim my artwork as your own, trace, or heavily reference [as determined by the artist] my work and claim it as your own.
- My signature may not be removed by any commissions for any reason.
- I, the artist, will not start a commission until I have received any requested references. Full payment upfront is required to protect the artist.
- Finished work will be sent as the requested file type [digital art] or as a scan [traditional art]. The client may request to own the physical copy of their traditional art, and shipping costs will be added to the total commission price.

- Additionally, clients may request a print version of their digital or traditional piece, and shipping AND production costs will be added to the total commission price.
- If for any reason I am unable to finish a commission, I will offer the extent of the work I
 have completed for the price that it would have cost, with a refund for the remainder of
 the cost of the work not completed.

Process Overview

- 1.) The client will please contact me through the form listed at the end of this page. The client will specify any time requirements at the time of placing this request.
- 2.) The client will provide a brief description of the character's physical appearance (eye color, hair color, scars, tattoos, unique attributes). The client will also specify any clothing, props, pets, etc. that should be included.
- 3.) Once the commission is accepted, I will send a PayPal or Square invoice to the email provided. Once payment is confirmed, I will add you to my current work queue.
- 4.) Sketch phase: I will discuss the character's basic design and provide a sample of rough sketches to have a conversation with the client about potential posing and design. Each commission includes TWO major design changes in the sketch phase for free, and any additional major design changes will accrue a reasonable fee. Major design changes following this stage are not allowed without a significant fee.
- 5.) Inking phase: once the sketch is approved, I will begin inking the sketch.
- 6.) During this phase, I will send another copy for the client to approve.
- 7.) Color phase (if applicable): after the inked drawing is approved, I will work on flat colors, highlights, shadows, and details.
- 8.) All fees must be collected before the client receives their final file or product.
- 9.) Once the commission is completed, I will send an email with the final file to the client's preferred email. If the client would prefer a physical copy, additional fees for shipping will be added. If the client would prefer a physical copy of their digital commission, additional fees for production and shipping will be added.
- **10.)** There is no estimated time of completion unless a timeline has been established by the client, pending rush **fees.**

Copyright/Usage Policy

I, the artist, hold every right to the produced drawing, NOT the client. This means I am allowed to:

- Promote myself using the drawing
- Display the drawing on any social media platform
- Display the drawing in any location I choose

The client may use the product for:

- Personal use ONLY
- Printing the art and claiming the right of the character[s], but not the art itself
- Sharing the art on their social media pages and/or using the art to promote themselves with PROPER CREDIT to the artist

The following is considered copyright infringement:

- Reproducing or using the artwork commercially
- Taking credit for the creation of the artwork
- Removing watermarks or signatures
- Altering the artwork without my, the artist's, written consent
- A purchase of commercial rights to the artwork will ALWAYS be 300% of the original
 price in addition to a tangible invoice of that purchase. With commercial rights, the client
 is allowed to make merchandise with the artwork, use it in books, covers, props, to make
 changes, and to promote their own brand with credit being required for usage of the
 artwork, even if altered or edited. At no time is the client allowed to reproduce or display
 my art without proper credit, even if commercial rights have been transferred over.