

Audrey “Scaleeth” Blakely’s Illustration Terms of Service

- Please note that these terms are for NONCOMMERCIAL works only! -

Artist’s and Client’s Rights

- 1.) Displayed base prices are subject to change according to the complexity, difficulty, and size of each individual piece.
- 2.) Clear and concise visual references must be provided by the Client, after which a preliminary quote will be provided by the Artist.
- 3.) The Client will have the opportunity to direct alterations of the work during the sketch 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 commission takes, and will be billed separately. Minor revisions can be made after the commission is complete.
- 4.) 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.
- 5.) 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.
- 6.) The Artist reserves the right to cancel a commission and issue a refund due to poor communication, rude or inappropriate behavior, inability to communicate in clear/effective English, unforeseen inability to complete the commission, or any other reason.
- 7.) Communications about commissions between the client and Artist will take place solely through scaleeth@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.

8.) 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 Twitter, DeviantArt, Weasyl, and/or Tumblr. (username being Scaleeth on all aforementioned websites)

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

10.) 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.

11.) 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.

12.) The Client retains all rights to their respective characters. This does not allow them rights to the commissioned image. (See articles 10 and 11)

13.) 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, or rights to the image.

14.) The Client cannot alter the artwork itself. The Client may 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 non-watermarked version of the artwork.

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

16.) 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 Artist's 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.

Payment

17.) Payments are accepted in USD through Paypal only. The artist will not accept payment in any other form.

18.) Payments must be made in full before any work is done. Once full payment has cleared, the Client's commission will be added to the Artist's work queue.

Refund Policy

19.) Refund policy is as follows; if the client wishes to cancel their commission before work begins, the artist will retain 5% of the commission payment as a convenience fee. In the event of Client cancellation during the sketch/lineart 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 payment will be refunded to the Client.

20.) The Client must read, understand and agree to all the above terms before entering into an agreement with the Artist.