This document specifies details about commission work from artist "Scorched Ice", who will be referred to as "The artist" in this document.

"The client" refers to whoever is paying for these services.

Changes can and will be made accordingly as the author sees fit.

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Pricing sheet: ■ CommissionPricesMay2025.jpg

GENERAL:

- a) First and foremost, it is understood that by agreeing to work with the artist, this document has been **read and agreed upon**, **before** any payment has been made.
- b) Clients must provide clear and accurate reference of what they want, should it apply.
- c) Watermarks and signatures by the artist must not be removed after work is done.
- d) Emotes must be attributed to the artist where applicable (i.e. Twitch).
- e) The artist's work **WILL NOT** be used in **AI** training, **nor minted for NFTs.** Paying for work doesn't allow the client rights to any of these.

PAYMENT:

- a) Payment will be handled upfront, after which the artist will commence the initial sketching phase, working with the client.
- b) Payments are only to be made in USD only.
- c) The artist will not accept payment "in exposure" or in any other means that isn't monetary compensation.

WORK PROCESS:

- a) After initial payment is made, and details about the work such as references, ideas and sketches are given and or discussed with the artist, the client will receive a preliminary rough draft of the work to be done.
- b) The artist will approach the client during the sketching stage and the flat coloring stage. The client will have the opportunity to make changes as specified on item **e** under "**WORK PROCESS**"

- c) The artist ensures any updates will be informed at an appropriate time to the client.
- d) Minor changes and / or fixes to the artwork can be requested freely by the client, however major changes will be limited at most to one, without incurring additional fees. The client will be notified by the artist when a change is considered major, or not. Minor revisions after the work is done can be made at the request of the client.
- e) In case there has been an error made by the artist, this can be rectified without additional fees.
- f) In case any errors are made by the client, such as not providing correct references or information, changes might incur additional fees.
- g) On character reference sheets; designing a character from scratch implies an extra fee on top of the art style price. i.e: base price for character design plus "sketch" style price.

REFUNDS, CANCELLATIONS AND WORK QUEUE:

- a) Payment can be refunded in full if the client requests it before any work is done.
 Any work done after the initial sketch, which has to be confirmed by the client, will not be refunded.
- b) Commission works will be attended to in order of request, in a first come, first serve fashion.
- c) If the artist cancels the commission, the client will be refunded in full, and all work will cease. If there was any progress made on the commission, the client does not retain any right to use the piece in any way, and the artist may use them as they see fit.
- d) The artist reserves the right to cancel a commission due to poor communication, rude behavior, inappropriate comments and/or language, inappropriate ability to communicate in either English or Spanish, or due to unforeseen inability by the artist to complete the commission.
- e) In the event that the artist reaches out to the client about a reserved commission slot, after a period of **72 hours** the artist reserves the right to skip the slot in favor of the next client in queue. The skipped client will be put at the end of the queue.
- f) In the event that the client is unreachable by the established communication channels for 4 weeks or more, the artist reserves the right to cancel the commission without refund.

REGULATIONS:

- a) In order to commission the artist, the client must be over 18 years of age.
- b) The artist retains the right to display any commissioned work on any personal gallery, social media, portfolio, etc. If there is a time-sensitive issue at hand, i.e. commission is a gift, the artist may delay the showcase of the work done.
- c) The artist will NOT handle any of the following: hateful imagery / messages, extreme sexual imagery, overly political statements, or depictions of minors in sexual situations.
- d) Following the above, exceptions can be made on a case-by-case basis for: Explicit sexual content, artistic nudity, violence, gore, humorous comedic work.
- e) The artist reserves the right to refuse any work, for any reason they see fit.
- f) The artist can recycle sketches or any drafts that were rejected by the client for other commissions or personal work.
- g) The client retains all right to their respective characters. This however, does not grant them the rights of the commissioned **image** itself.
- h) The artist retains all rights to the **commission** artwork, including physical merchandise such as prints, merchandise, etc. Meaning that the client may not sell any prints, merchandise, goods, or any sort of physical media depicting the commissioned work without explicit permission or compensation to the artist. Contractual obligations due to work for hire fall outside the specifics of this document.
- i) The client may make any personal use of the artwork as they see fit, be it resizing, crops, wallpapers, prints for personal use, icons, emotes, as long as it's for non-commercial use. The artwork can also be shared / reuploaded by the client as long as the artist is properly credited.
- j) If the client desires to have the **finished** artwork altered by a third-party, they can do so **after** the commission work is finished.
- k) Access to emotes being a paid reward (i.e: Twitch channel subscription) is **not** considered by this document to be commercial use. Therefore emotes produced by the artist **may be used on streaming sites** as chat emotes should the client desire.
- I) Emote commissions are limited to a maximum of six emotes per request.

SPECIFICS

"Major change": complete change of a character's pose, character's design, image background, or setting.

"Minor change": pose adjustments, accessory changes, clothing / outfit changes, background elements, composition adjustments.