

# Invoice & Commission Agreement Draft

---

**Kaitie Muncie (Artist)**

kbmuncie@gmail.com - kbmuncie.carrd.co/

# Commission Agreement

## General Terms of Service

By proceeding with the commission agreement, the client agrees to the following terms of service:

### Delivery and Acceptance of Commission

The final version of the commission will be delivered digitally to the client through Artistree's platform. The client has **7 days** to review the final piece, provide feedback, and request minor revisions. If no response or feedback is provided within this time, the final draft will be deemed accepted. Once accepted, the client understands that no further changes can be made, and the sale will be considered final.

### Intellectual Property and Usage Rights

The artist retains the intellectual property rights to the commissioned artwork, including the right to showcase the work in portfolios, social media, and other forms of self-promotion. Upon full payment, the client is granted a **non-exclusive, non-transferable license** to use the artwork for **personal use only**. Any commercial use (e.g., selling prints, reproduction, licensing) requires separate agreement and compensation. The client agrees not to alter or redistribute the artwork without the artist's explicit permission.

This agreement includes, but is not limited to, using the commissioned artwork as a reference for an artificial intelligence (AI) database or as a Non-Fungible Token (NFT).

The client retains the intellectual property rights of the client's character(s) portrayed in the artwork. This right does not include character(s) that have their own copyright and/or belong to a different source beyond the client. For example, a client may want a sketch of their character with a character from a movie or series. The client retains rights to the client's character but not the character from the movie or series. The rights to that character from the movie or series belong to the appropriate source to which copyright and intellectual property rights belong.

### Client Responsibilities and Representations

The client represents and warrants that they will provide clear and accurate references, including descriptions, images, and other relevant materials needed, for the commission and that the commission request does not infringe on the rights of others. The client agrees not to use the

---

commissioned artwork for any illegal or unauthorized purposes, including but not limited to copyright infringement, defamation, or harm.

The client acknowledges that the artist will work based on the references provided and will reflect the artist's style. Major changes after the work has begun may not be possible or may incur additional fees.

### **Dispute Resolution**

If any disputes arise, the client and the artist agree to first attempt resolution through Artistree's support system or by directly communicating with the artist. If unable to agree through communication, both parties agree to engage in dispute resolution procedures as outlined in Artistree's Terms of Service.

### **Data Privacy**

By entering into this agreement, the client consents to having their personal information processed in accordance with **Artistree's Privacy Policy**. Client data will be handled confidentially and will only be used to process the commission.

### **Modifications to Terms**

The artist reserves the right to modify these terms at any time. Any changes will be communicated to the client, and the new terms will apply to all commissions made after the modification date.

### **Artistree Terms of Service**

The client agrees to comply with Artistree's Terms of Service regarding payment processing, privacy policies, and platform use.

## **Payment Terms & Conditions**

By proceeding with this commission agreement and making a payment, the client agrees to the following payment terms and conditions:

### **Payment Method and Processing**

Payment for commissions must be made in full before any work begins, following Artistree's policy. Payments are processed through Artistree, and you agree that payment includes taxes, fees, and any other charges levied by Artistree or your payment provider. No work will begin until the payment is successfully processed.

---

## Payment Timing

The payment for the commission must be made **before the start of the artwork**. No work will be initiated until Aristree confirms the client's payment. Payment is due immediately upon agreement to the commission.

## Cancellations & Refunds

Artistree's policy handles refund requests. If a request for a refund is made before the Work-in-Progress (WIP) is shown, a full refund will be issued. If WIP has been shown, a refund may be issued up to 50%, based on the quality or time spent on the commission. If the final draft is approved, the sale is final, and no refund will be issued.

To request a refund, please contact the artist directly or utilize Artistree's 'Need Help?' button. If Artistree does not receive a response from either party within a reasonable time frame, the refund will be considered void.

## Payment Disputes

If any issue with the payment or chargeback is initiated, the client agrees to resolve the issue through **Artistree's support system**. The artist may cancel or suspend any ongoing work if a payment dispute or chargeback occurs.

## Revisions

### Revision Process

After the initial draft (or Work-In-Progress, WIP) is delivered to the client, the client is entitled to **two rounds of revisions** at no additional charge. These revisions can include adjustments to colors, composition, details, or other aspects of the artwork.

### Minor vs. Major Revisions

**Minor Revisions** are small changes or tweaks, such as adjusting colors, altering minor details, or improving the composition.

**Major Revisions** involve significant changes, such as redrawing large portions of the artwork, changing poses and backgrounds, or entirely altering the concept. Major revisions incur an additional fee, which the client will be informed of before the revision work begins.

---

## Revision Requests

Clients must submit all revision requests within the **7-day review period** following the delivery of the Work-In-Progress or final draft. After the review period, no further revision will be accepted unless both parties agree otherwise.

## Revision Timeline

Each round of revisions will be completed within a reasonable timeframe, typically **within 7-10 business days**. However, this may vary depending on the complexity of the requested changes and the artist's workload. The client will be notified if any delays are anticipated.

## Excessive Revisions

If the client requests excessive revisions beyond the two free rounds, or if revision requests become repetitive (e.g., requests for changes that have already been addressed), the artist may charge an additional fee for further revisions. The additional fee will be discussed with the client beforehand.

## Finalizing the Artwork

Once the revision rounds are complete and the client is satisfied with the final artwork, the commission will be considered finalized. No further revisions will be made after the final approval unless agreed upon in a separate arrangement.

---

*Thank you for your commission!*

