

Sizzle's Digital Commissions

Terms of Service

By continuing the commission process and making a purchase, you are agreeing to and stating that you have read these terms.

Failure to adhere to the stated terms will result in being blacklisted from purchasing any future commissions.

At any point in time, these terms may be updated.
The date of the last update can be found at the bottom of each document page.

In this document, the artist, SizzlingMilkshake, will be referred to as the artist, or I, in the first person.

The commissioner, the one agreeing to the ToS, will be referred to as the client, or you, in the second person.

Sizzle's Art Queue may be found [here](#).

Artist Contact Information

Conversation between artist and client is essential in the commission process. If one platform works better for you than another, great! Use the methods below:

* If it is not listed below, the artist will not use it to handle commissions.

- Discord: [sizzlingmilkshake](#) previously ~SizzlingMilkshake~#1668
- Instagram: <https://www.instagram.com/sizzlingmilkshake/>
- Email: thatoneskeleton331@gmail.com
- Text Message: This method is reserved for those the artist knows outside of the digital world.

I. General Information

1. All products are digital, and digital only.
2. Commissions are prioritised first come first serve.
3. If the client has questions or concerns at any point in the commission process, ask!
4. Any request may be declined by the artist for any reason.
5. If the client is set on a specific idea that features a creator or a subject that the artist does not support, the request will be declined.
6. Base estimated time of completion will vary from a week to a month.

- a. This may be affected by project complexity and the artist's calendar schedule.
 - b. Be mindful that the artist is employed, and therefore is not available 24/7.
- 7. Unrealistic deadlines will not be accepted.
 - a. If art is needed by a specific time, please say so, and it will be prioritised! However, deadlines such as "I need the art within the hour" or "by tomorrow" will not be followed through.
- 8. Unwatermarked images will not be provided to the client unless explicitly asked for for personal use.
- 9. Artwork may not be purchased for below the set base prices.
- 10. If art for a closed species character is being commissioned, proof of ownership of said character must be provided.
- 11. Meme art differentiation:
 - a. Meme art is included in the artist's base prices. This is low effort and quick. Full effort meme redraws are possible with base prices. For example, the half bodies of ["We're gonna have to kill this guy"](#) vs ["No friends?"](#). The first is base priced, the second is a meme redraw.

II. In Progress Updates

- 1. The client may not post work in progress updates anywhere public, i.e. on social media, without proper accreditation.
 - a. The client may not claim the art as their own.
 - b. As the artist and creator of the image, I may post WIPs wherever I please.
- 2. The more complex the project, the more WIPs that will be provided. For example, an illustration featuring a full body character on a full background will receive more WIP updates than a simple headshot.
- 3. The client may request minor changes throughout the art process which will only be accepted in the sketching phase. Exceptions are as listed:
 - a. Requests to change posing cannot be made once lineart has been completed.
 - b. Once the background is complete, changes will not be accepted without additional payment.
 - c. If the client fails to correct a character error in the sketch or colouring phase, the artist is not responsible for the client's lack of communication.
- 4. Once the full artwork has been completed, changes will not be accepted.

III. Payment and Refunds

- 1. All commissions must be paid upfront in full.
 - a. Exceptions may apply if a payment plan is agreed upon by both parties. The finished artwork will not be provided to the client until payment is completed.

- b. For larger commissions, a deposit will be accepted. This will be discussed if necessary.
2. Payment is accepted through Venmo or Paypal, Venmo preferred. Prices are listed in USD and any currency conversions must be covered by the client.
3. Once progress has begun and we enter the lineart phase, refunds will not be available.
 - a. The only exception is if the artist is unable to complete the art in a timely manner. For example, if the work has not been finished within several months, partial refunds that compensate for the work already done on the commission may be available upon request by the client.
4. Prices listed in the [Pricing & Examples](#) slide of the artist's carrd are bases, as each commission may be quoted differently depending on specific variables.
 - a. Additional charges may be added if the client wishes to make significant changes such as changing rendering, backgrounds, or adding another character at any point after the initial sketch.
 - b. Lack of visual reference, unless commissioning a reference sheet, will up the price of any and every commission.
5. Prices listed on the Pricing & Examples sheet are for singular characters. Every additional character means additional payment is due.
 - a. Per each additional character, add half the price per character. For example, say the client requests a piece featuring two characters, both half bodies. The base half body price is \$45, plus half of that, which is \$23, to compensate for the other character.

IV. Customer Responsibilities and Accountability

1. The client must provide clear references and, if needed, descriptions.
2. The client must keep in communication with the artist. If the client stops responding or ghosts the artist, your commission will be terminated with no refund.
3. If anything is left unspecified by the client, the artist may take artistic liberties.
4. If the client is not satisfied with the finished product but did not request changes when given the opportunities to, the artist can not be held accountable.
5. It is assumed with continuation of the commission process that the client has read and agrees with the artist's ToS, aka, this document. If you would like to tell the artist that you understand these terms, please provide the artist with a photo or an emoji of a baguette. One baguette per commission.

V. Usage Policy

As the artist, I retain every right to the finished product and its WIPs.

The artists may:

- I, the artist, am allowed to use the artwork to:

- Promote myself.
- Display anywhere I like.
- Post wherever I want.
- Claim full ownership of the drawing.
- The artist does not claim ownership to the characters featured in commissioned works, unless the character is owned by the artist.

The client may:

- You, the client, may use the finished artwork for personal use. This includes:
 - Using the work as an avatar/profile picture/icon.
 - Use the work as a reference when commissioning other artists.
 - Claim ownership of their featured character(s), but not the art piece itself.
 - The client may print the artwork for non-commercial purposes, such as to be hung in their home.
 - The work cannot be used for the client's profit, this includes being printed onto merchandise, being put on business cards, or otherwise redistributed unbeknownst to the artist.
 - Use of the work on a character profile, such as on [Toyhou.se](https://toyhou.se), is allowed with proper credits.
 - Proper credit may appear as: a direct link to the artist, tagging the artist's username, or the artist's name clearly typed within a description.
 - The client may post and use the finished commissioned work on social sites, with written credit to the artist.

The client may not:

- The client may not use the artwork for commercial use, take credit for the artwork, trace, reproduce for profit, or alter and redistribute the altered work in any way.
- Use of the artist's work with/for NFTs, crypto, or tokenization is forbidden.
- The client may not use the artwork for training or the generation of artificial intelligence images.

If the client is found breaking any of these terms, in any way or form, the client will be blacklisted.

Commercial use is defined as a product being used for financial gain, such as for merchandise, use as a company logo, or in use with a business.

Commissions used as icons or banners on sites such as YouTube or Twitch are not considered commercial use, and are therefore allowed. Though this is allowed, proper credit must still be given to the artist.