

Commission Terms of Service

By accepting a commission from the **Artist** SpellsieArt/Magickally Lewd, the **Buyer** is agreeing to the terms listed below:

1. Description of Service:

- The **Artist** will provide service to the **Buyer** one of the services mentioned.
 - Illustrations of Tabletop characters (such as Dungeons and Dragons, VtM, and etc.) whether they were previously drawn or a new design. The **Buyer** must provide references or other information necessary for the piece. These characters must BELONG to the **Buyer**.
 - New Designs of Original Characters (OCs). The **Buyer** must provide all information and references they are seeking, being this is a full custom service.
 - Illustrations of Video game characters (Final Fantasy 14, Conan Exiles, etc.) The **Buyer** must give references of the character and full description of what they are requesting to the **Artist**.

2. Refusal of Service:

- The **Artist** has full right to decline service to the **Buyer**. In the case where the **Buyer** does not comply with the Terms of Service, the service will be denied.
- Requesting service from the **Artist**, the **Buyer** must be at least 18 years of age. If it is discovered the the **Buyer** lied about their age during the Term of Service, the contract will be terminated. A full refund will be provided to the **Buyer** and the **Buyer** will be blocked of further contact with the **Artist**.

3. Payment:

- Payment shall be made directly to the **Artist**. The **Artist** will provide an Initial estimate for the service after discussion with the **Buyer** which must be paid in full up front for the service at the beginning. Failure to provide payment will result in termination of the Contract and cancellation of the service.
- Should the Initial Cost for the service be over \$280 USD (max amount default with no add ons), the **Buyer** may request to submit payment over the course of 30 days. In the discussion of the service, the **Buyer** must give 50% of the Initial Cost up front on the contract's initiation day. The remaining 50% of the Initial Cost must be paid over the course of 30 days, preferably in one or two payments, 25% of the Initial Cost of Service. If the two payments is inconvenient for the **Buyer**, further discussion on payments will done and the **Buyer** may be able to pay in different increments. (For example: 30% and 20% or 10% and 40%)
- If the **Buyer** fails to pay for the Service when due, the **Artist** has the option to treat it as a Breach of Contract, and may cancel the Contract as well as the Service.
- If the **Artist** finds themselves in a position where they are unable to complete the Service, the **Artist** will provide the **Buyer** a partial refund if the **Artist** has already begun the service. If the **Artist** has not begun the Service, the **Buyer** will receive a refund in full. (Only applicable if the **Buyer** has provided a completion date that was approved with both **Artist** and **Buyer** before the payment.)

4. Additional Editing and Changes

- All commissions are allowed up to 3 major changes **ONLY** during the early stages of the commission. After everything is confirmed with the **Buyer** and the final piece has been delivered **NO CHANGES CAN BE MADE**. None by the **Artist** or other artists.
 - Even having multiple changes in one message counts as one change.
- Each commission can have up to two characters in a piece, any more past that will be an additional fee (\$15 USD) afterwards.
 - Specific/complex backgrounds will be additional as well due to it adds more time and work for the **Artist** to complete. (\$20 USD)

5. Work Product Ownership

- The art created by the **Artist** for the **Buyer**, whether complete or not is exclusive intellectual property to the **Artist**.
 - For a clear explanation, if the piece that the **Buyer** claims they made it themselves that counts as theft.
- If the **Buyer** wishes to modify the piece in any other way they must get the **Artist's** written permission first and give proper credit to the **Artist**.
 - The **Buyer** MUST clearly and visibly state the piece was created by the **Artist**. (SpellsieArt) (Magickally Lewd).
 - Would recommend using links to the **Artist's** social media pages. Will be provided in section 7.

6. Commission Requirements

- A Commission can have up to two characters. As mentioned before the **Buyer** must provide the **Artist** a reference of each characters looks physically. If there is a character in the commission that is of another party (meaning if the other character does not belong to the **Buyer**) they must have that other parties permission and give references as well.
 - Giving multiple images or a paragraph of the characters description of what the character *should* look like does not fully count as a reference.
 - It is recommended that the character has been at least drawn once before.
- The **Buyer** must fill out the information listed below:
 - **Type of Commission:** Bust + Full color, Sketch + Flat Color, etc.
 - **References:** previous drawing of the character(s), color palettes, outfits and full descriptions (if needed)
 - **Additional Info:** Anything specific and relevant to the character(s) like scars and tattoos, and etc. is to be listed as well.
 - **Listed information for the Artist**
 - Species
 - Hair texture and color
 - Eye color
 - Body type
 - Outfit / Clothing Aesthetic
 - Unique physical traits
 - Color palette
 - Moodboard / Aesthetics board

7. Contact Information and Questions

- If any **Buyer** is interested and has questions regarding the Terms of Service they may contact the **Artist** directly through the following social media accounts and will happy answer and and all questions:
 - Twitter: <https://twitter.com/SpellsieArt>
 - Twitter (NSFW): <https://twitter.com/magickallylewds>
 - Tictok: <https://www.tiktok.com/@spellsiearts>