

Vlinnyy's Commissions

Terms of Service

2024

Paying for a commission acknowledges that you have read and agreed to the following Terms of Service.

[Commission Queue | Trello](#)

These terms are subject to change at any time. If you have any questions or concerns, feel free to ask through my email:

Vlinnyy.Commission@gmail.com

General Terms

- I reserve the right to deny any commission, for any reason.
- You must be 18+ to commission me.
- I reserve the right to blacklist & block clients from all sites if my TOS or Discord Server rules are broken, or if they have become rude/make me uncomfortable. Blacklists are permanent.
- My style is constantly changing and growing as I do, I will not confine myself artistically by trying to make every piece look the same.
- My work hours will be between 10am-5pm. My days off will be Wednesdays and Weekends. I will not respond to business inquiries outside of these times and days.
- Colors of characters may vary from the reference. I do use gradient maps and color overlays.
- I will not draw AI generated characters or AI 'contributed' designs.
- Please check your place in my queue after commissioning, as commission start time and return time is based on the queue.
- I retain all rights to my work, which include but are not limited to the right to use the artwork for self-promotion and upload it to any of my personal galleries or portfolio, unless otherwise agreed upon.
- Private commissions can be accepted, but please specify beforehand if you would rather me not post your piece.
- You may NOT use the artwork for commercial purposes unless otherwise agreed upon.
- You have the right to use your commission on any non-commercial personal web pages, as avatars, etc.

- You may NOT remove signatures, claim my work as your own, or trace your commission.
 - I reserve the right to use wips and commissions for content, especially on my Patreon. If requested I can not post a commission to social media once it's completed, but wip sketches will always be posted to my Patreon.
 - **I require a high quality DRAWN reference image to work on a commission. I will not accept descriptions of characters. I will not accept painted or heavily shaded references. If your reference has shading, it is your responsibility to specify what is or is not a marking/shading. No photos will be used for character references.**
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What I will draw:

- Personal Characters/OCs, Fantasy Species, Pets
- Anthro, Human, or Humanoid Characters
- NSFW, will be at a fee. Human or Anthro only. I will only draw humanoid genitals
- Armor and Machinery, with an additional charge
- Weapons and Accessories, with an additional charge
- Mild Gore, such as blood and bones.

What I will NOT draw:

- Racism, homophobia, transphobia, incest, pedophilia, etc. (basically nothing gross or dehumanizing)
- Emulate another individual artist's style.
- I WILL NOT use another artist's work as any sort of reference, pose or otherwise.
- I will not accept any commission that makes me uncomfortable.
- Designs of characters with a painted style or unclear reference.
- AI Designs.

Drawing Process

- Please fill out the commission request form during openings. If your commission is chosen, you will be sent an invoice on the day I announce forms are closing.
- I will always take payment before I begin working on ANY commission. Payment plans can be arranged on a case by case basis.
- Once I have received full payment I will begin my initial sketch for approval. I ask that commissioners provide ample references and descriptions so I may create a piece you will be satisfied with. I will give you a date (normally within a week of payment) that I will be sending you sketches. Sketches can be between 1 to 2 options depending on type of commission.

- I do not send progress images after the sketch stage. Do not ask for WIP images excessively, this may cause your piece to be canceled. I do not want to be rushed through a piece or feel like I'm being hovered over. ALL wips are uploaded to Trello as I work on them.
- **If you are curious about the completion status of your commission, the queue is the best place to check. I update the queue with WIPs as I work throughout the day.**
- Once the image is finished, I will upload it to Stash or Discord and send you the link for approval and downloading. I will then post the piece to my platforms after approval.
- No edits will be made after a 7 day period, I merge the layers after this time to save space.

Payment Process and Refunds

- Payments are taken ONLY through PayPal Invoices or through my Paypal.me Link.
- Payment is due upfront.
- Payment plans must be 50% upfront and 50% within 2 weeks of invoicing.
- I cannot guarantee that I will finish your commission on a specified deadline. However, I will try my best to meet any reasonable time frame you have in mind. Rush orders are subject to a fee as described in the next section.
- I do not offer full refunds as I can only refund work that was not done.
- You cannot request a cancellation of a commission without at least a partial refund. At my discretion I can refund your commission before I begin working on the piece. Asking that I do not refund you after a cancellation will result in blacklisting.
- You cannot change what you want your commission to be after approving of the sketch. However, I accept up to three small edits.
- If you exceed more than three edits to a piece, I may charge an extra fee before continuing.
- Please do not send me any form of payment without my consent.
- I may refund and cancel a commission at any time for any reason.
- If a refund is issued due to my life circumstances, it will be a full refund.
- Failure to pay your invoice after claiming a slot will result in a permanent blacklist from commissioning me.
- Failure to pay the second installment of a payment plan will result in a permanent blacklist. I cannot refund work I did not do, so only 70% of the first installment can be refunded. I will then YCH the sketch of the unpaid commission.

Refunds will be based on percentage completed of a commission, with percentage of completion being shown via the Queue.

10% (Sketch Stage): A 70% refund

15% to 30% (Lineart Stage): A 50% refund

35% to 60% (Coloring Stage): A 25% refund

70% to 90% (Rendering Stage): No refund

Rush Orders

- Rush orders are accepted on a case-by-case basis. Rush orders are pushed to the first slot of the queue and will be worked on and completed first.
 - Fee for rush orders is \$50 + \$20 per item in the queue.
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Terms of Use for Designs:

You retain the rights to any character I design for you. You may use your character however you see fit. I DO retain the rights to my artwork. Do not claim it as your own, remove my watermark from the pieces, or trace my work for personal gain.

What you can do:

- Upload the design/image to your personal websites/galleries, such as toyhouse.
- Use the character/design for anything you wish (original stories, role plays, etc.)
- Resell the character for the original buying price.

What you cannot do:

- Resell the character for more than the original buying price UNLESS additional artwork is included with the character.
- Use the character commercially without permission and payment of commercial fee.