

(Non-Commercial)

Commission Agreement

Terms of Service Between Client and Artist

The following Terms of Service (ToS) are targeted commissions purchased by the Client (the party using the Commission's services), from Violet Yuuki, or Violet, the Artist (i.e. the party providing the Commission's services).

By commissioning me, you state that you have read and agreed to these terms.

I. GENERAL

1. Payment is expected within 24hrs (not applied to Ko-fi's Commission).
2. Paypal only for USD payments
3. Do not send money until I say so.
4. Commissioner can re-upload the image with credits given to me (i.e. Instagram @violet_yuuki, or Twitter @violetyuuki45)
5. Artwork cannot be used commercially or claimed as your own
6. Refunds are given based on how much work is done. Read below for clarification.
7. MY WORK CAN NOT BE USED FOR AI GENERATORS OR NFTs.

II. IMAGE COPYRIGHT

1. I, the artist, retain full and exclusive rights to the original artwork. The client may not claim it as their own or use it for anything other than personal use.
2. All commissioned artwork is for non-commercial purposes only. The Client has the right to print out the Commission for personal use as long as it is not associated with commercial activities. If you have any questions about this, ask me before commissioning me.
3. Neither the Client nor the Artist has the right to distribute, print and use Non-commercial Commission for commercial purposes, regardless of the Commission's content.
Exception: The Artist has the right to distribute, print and use YCH (Your Character Here) Commission for commercial purposes without asking the Client's permission.
4. Conditions for Reposting
The client has my permission to repost the artwork wherever they would like, as long as proper credit is given (i.e. Instagram @violet_yuuki, or Twitter @violetyuuki45).
5. Prohibited Actions
 - Use my artwork as a reference for your own, whether tracing or re-purposing parts of the image.

- Claim the artwork as your own.
- If these terms are broken, you will be privately blacklisted from commissioning me and reported.

III. PAYMENT INFORMATION

For Client

1. I accept payment in USD only. All USD payments will be taken via Paypal or Stripe (if Commission is purchased through Ko-fi).
2. If the Commission is not purchased from Ko-fi, you will be given 24 hours to pay after a sketch is shown or a quote is given. Non-payment within 24 hours will result in the commission being canceled. Progress up to this point, if any, will be re-purposed as a YCH.
3. It is the commissioner's responsibility to tell me when the payment has been sent. Sometimes a payment will not fall through and I will not know about it. If you fail to tell me that you have sent the payment within 24 hours - and I know I absolutely have not received the payment - then the 24-hour payment term applies to you.

From Artist

1. The Artist confirms the total Commission cost clearly, if possible, detailed itemized list.
2. The client will be offered 1 to 3 sketches.
3. In case the Artist's sketch does not meet the Client's requirements after 3 sketches, the Client has the right to request a cancellation of the Commission, and only pay the sketch fee for the Artist at the rate of 10% of the Commission value.
4. If the Artist makes any errors in the character design, accessories, or any other visual elements specified in the provided visual references, the Artist will make these edits at no additional cost.

IV. CONTACT AND COMMUNICATION

1. Discussion of commissions can be conducted via Ko-fi Messages, Twitter, or Instagram.
2. The client must provide at least one clear and concise visual reference; please supplement the visual reference with any important information I may need to know to correctly draw the character.
3. If you link to a gallery of your character's artwork, I cannot promise your design will be done with 100% accuracy. Design interpretations may be inconsistent between images and lessen my ability to accurately draw your character. Shading on potential pieces will also play a part in this.

V. WILL/WON'T DRAW

Below is a general guideline for what I will or will not draw. Please keep my art style in mind when ordering; I will not try to match another artist's or company's art style (for example Disney style, Pokemon style, etc)

1. Allowed Content

Original Character/ Persona

Anime characters

Couples

△ Complicated Designs

△ Complicated Clothes

2. Disallowed Content

Mecha (Ask)

Any sort of hateful content, such as racism, transphobia, homophobia, and characters with Nazi/Soviet/etc. imagery or paraphernalia.

Things that make me uncomfortable.

VI. WORKFLOW PROCESS

1. The Artist works best when given some artistic freedom to create an image based on the characters the Client provides. The Artist is happy to match a scene or pose that the Client has in mind, but please allow and expect some variation.
2. Estimated date to completion. If there are any delays in the completion of a commission, the Artist will personally notify the Client.
3. Completion of most commissions is generally estimated within 30 days. If for any reason the Artist cannot complete a commission within 90 days of the order, the Artist will issue a full refund.
4. Works in Progress (WIPS). Certain commission types may or may not include a sketch approval stage. The Artist will send any w.i.p(s) to the Client via Twitter/ Instagram/ Ko-fi's DM. Progress will be paused until the sketch is confirmed.
5. Revisions and edits. If the commission type includes a sketch approval stage, any major changes or revisions must be made at this stage; this includes any significant changes to a character's pose or body shape or redrawing parts of the image.
6. After the sketch has been approved, no major edits or changes will be made. If the Client requests additional edits after the approved sketch, a price for the edits may be discussed.
7. If the Client does not want the Artist to post their commission, or stream it online, the Client must tell the Artist when they order.
8. Once everything has been completed and approved, the Artist will send the commission(s) through Gmail.

VII. REFUND POLICY

Important: Any refunds listed below are subject to transaction fees, even if it is a full refund. Please understand those transaction fees are charged by PayPal/Stripe, not the Artist.

For example: If the Artist says that they will issue the Client a full refund, it means the Client will receive the total of the full refund minus the transaction fees.

1. If the commission is canceled (by the Artist or the client) before work has started, then the client will receive a full refund.
2. If the client cancels the commission during progress, the amount refunded will be on a case-by-case basis and up to the artist's discretion. The Artist does have a rough basis for refunds:
 - Sketch: 90%
 - Line: 50%
 - Line and Flat Color: 0%
3. No refunds will be given for completed or nearly completed commissions.
4. The artist reserves the right to cancel a commission at any time, for any reason, and without explanation.
5. If the Artist cancels the commission due to their inability to complete it in any state, a full refund will be given.

Thank you for your interest in my artwork. Please don't hesitate to ask any questions!

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**This TOS may be subject to change at any time without notice.
Changes will not be applied retroactively.**

Credit to PRINXE PERIER for the amazing ToS template and terms.