# **Savestate Commission TOS 2020**

By paying the invoice for your commission you agree to the below terms.

Feel free to contact me for any additional questions.

Contact Email: <a href="mailto:savestatecomic@gmail.com">savestatecomic@gmail.com</a>

## Payment:

Payment will be through PayPal using invoices. Payments are expected in full within 72hrs of invoice arrival. Payments not made within that time frame will be cancelled. If your financial situation changes and you need to cancel your order please notify me. The sooner the better as refunds are based on work completed (see Refunds for more information).

#### Prices:

All prices are in USD and do not include shipping or copyright buy-out. These are digital works that will be delivered via email. Prices are per character (Ex: If you'd like a commission with three characters then multiply the price by 3.) Full Body pieces with more than one character can have a simple background (Ex: Everyone playing video games on a couch.) Any of these can be made into a badge at no additional cost, just make a note of it when filling out the commission form.

Cell Shaded Color Headshots: \$20 Example:

http://www.savestatecomic.com/images/examples/cell\_headshot\_1.png http://www.savestatecomic.com/images/examples/cell\_headshot\_2.png

Cell Shaded Color Full Body: \$40

Example:

http://www.savestatecomic.com/images/examples/cell body 1.png http://www.savestatecomic.com/images/examples/cell body 2.png

Painted Style Color Headshots: \$40

Example:

http://www.savestatecomic.com/images/examples/painted headshot 1.png

Painted Style Color Full Body: \$60

Example:

http://www.savestatecomic.com/images/examples/painted body 1.png

## Completion:

Since I take commissions in batches completion time depends on your placement in the queue and can vary from a week to a month. Some projects may take longer than others based on complexity. All projects may experience delays if there is a lack of contact, a large number of changes that need to be made, or unseen circumstances. If there is going to be a delay beyond control (such as delays for illness, emergencies, etc) the customer will be notified asap. The customer will receive a digital file via email upon completion.

## Works in Progress (WIP):

- 1) Sketch Stage WIP I will email you a sketch and you can request any changes you'd like. I will redraw the image completely one time if needed and make small corrections up to three times. Any more changes than this will add an additional fee of \$5 per iteration. It is suggested that you take your time with the sketch stage to make sure everything looks good and you catch all changes! There will be no complete redraws after this step.
- 2) Finished Image This is the final image. Artistic error (such as an incorrect color or missing a marking present in the ref sheet) will be changed upon customer request. Large changes to the image that were not present on the references given, caught in the sketch state, or in the original description will be honored with an additional fee of \$10 per change.

Please note: If you have a specific idea in mind it helps to be as clear as you can before work begins. Please provide references that all have correct markings and features for the best results. Confusing references and directions can lead to multiple changes later on in the process that will delay the artwork.

#### Refunds:

If you would like to receive a refund please contact me directly to work out your return. A refund before work is finished will be assessed based on how much work is already completed.

Not yet started = 100% refund Sketch complete = 50% refund Color in progress = 30% refund Color complete = 0% refund\*

If I (the artist) cancel the commission for any reason, a full refund will be given to the client.

Agreement to the TOS means that you will not, after the image is complete, approved and delivered through email, attempt to apply a charge-back to the artist's PayPal account. If you

require a refund please contact the artist directly to allow partial or full refunds to be assessed and returned.

\*If you are in any way unhappy with your completed commission please let me know so we can work something out. Alterations can be made or a partial refund given if a change isn't possible (such as in traditional media). My goal is for you to be happy with what you paid for!

#### Will / Won't Draw:

#### What I like drawing:

Animals, Unique Poses, Expressions, Colorful designs, Video Game themes, Sci-Fi themes, Fantasy themes, etc.

#### I Will Not Draw:

Humans or Human-faced characters like Nekomimi, Nudity, Realistic gore, Derogatory words or racist themes, Vehicles (with the exception of smaller fantasy vehicles like Speeder Bikes), etc.

## Rights:

I (the artist) retain full copyright to all images I create unless otherwise specified in a signed agreement. I retain the right to post images in any of my galleries, reproduce the image for sale online or at conventions, or otherwise use the image commercially as prints, in collection CDs / Zips / books, etc.\*\* Rights to the original characters remain with their owners, where trademarked.

You (the client) will receive the rights to post the image wherever you please for personal non-commercial non-profit purposes (Ex: You may print the artwork for use as a personal badge, a personal print for your home, a personal tattoo for your body, etc). You have the right to edit the artwork by cropping and resizing. Any additions or changes made to the artwork that are not by the original artist must be noted in any posting of the image (ex: if you recolor a portion of the image yourself you must state that in all postings of the image that the edits are your own and make note of each separate change.) Alternatively, you are free at any time after the work is complete, to request updates to the artwork from the original artist for a reasonable fee based on the amount of changes made and their complexity.

Currently I am not taking professional projects with full use rights to my artwork.

\*\*I know this wording sounds a little extreme but it's just to cover all my basses. The most likely scenarios for this coming into play are: If you commission me to draw a famous character I

might sell prints of the art. If you commission me to draw your character dressed as a famous character I might alter the art to the original character and sell prints. If the commission is of your personal character I will make every attempt to get your permission before selling prints.