

# Azpher's Commission Terms of Service

## [Commission Pricing](#)

The initial commission request should include:

- A clear **visual reference** for any pre-existing subject. Commissions for original designs will need a complete and clear description of exactly what you wish to be made.
- A clear and detailed **description of what you want made**. This ideally includes posing, lighting, expressions, time, style, size, props, backgrounds, etc.
- A link to **at least one form of social media**, for vetting purposes and for linking the client on a commissions' posts, unless it has been agreed not to do so.
- Your **budget**. Even if you have a specific thing in mind, quality is dependent on how much you can or can't spend. Your budget helps us discuss and settle on exactly what I can do for you.
- An **agreement** to these terms, for example, 'I agree to your terms' or 'The terms sound good, I have no issues with them.' If you have questions or conditions you'd like to set, please state them in the initial email.

## Communication

1. Commission communications will take place solely through [azpheromega@gmail.com](mailto:azpheromega@gmail.com) for record-keeping purposes. The artist will not discuss commissions anywhere else.
2. If the client's email has not been answered after a month, the client should re-check that the commission is acceptable based on the artist's guidelines. If the commission is acceptable, you may resend the commission request. Be aware that as commissions are at the artist's discretion, it is possible the commission was rejected. If you haven't gotten a reply back a month after resending the commission request, assume that it has been rejected.
3. Emails may be sent to the artist asking if a commission was rejected or not, though a response is not guaranteed.
4. The artist reserves the right to cancel a commission and issue a refund for any reason, such as issues communicating or unforeseen circumstances.
5. The artist ensures the client will receive updates on a commission when necessary. Clients are encouraged to check in if no updates have been sent in the last week.
6. The artist may not be available to answer emails on holidays, scheduled days off work, or emergencies. If you have a commission in progress and do not receive an email reply within the last week, resend your email. Occasionally client emails are lost in the shuffle.
7. In the event that a client is unreachable by email for 3 months or more, the artist reserves the right to cancel the commission and refund the appropriate amount. If the client is unreachable for 6 months or more, a refund will not be issued.

## Payment

8. A collateral payment must be made of half the commission price once a sketch is agreed on. If the commission is a sketch, the commission must be paid in full prior to the commission being started. Payment must be made in full before the final files and images will be sent.

9. Payments are accepted in EUR only, through Paypal. The artist will not accept any other form, including cryptocurrency.
10. If the client cancels the commission after collateral is sent, a refund will be given based on how completed the commission is. For example, if a commission was cancelled after flat colouring, they would be refunded the amount they paid above the price of a flat coloured commission. Completed commissions cannot be refunded. If the artist cancels the commission, all money given to the artist will be refunded.

### Art

11. The client will have the opportunity to direct alterations of the work until lineart has been agreed upon. Major revisions from that point on will incur additional charges. Minor revisions can be made after the commission is complete.
12. The artist will not handle depiction of illegal activities, hateful images, or trademarked characters without permission from the trademark holder. Non-explicit fetish, artistic nudity, violence, and gore will be considered on a case-by-case basis. The artist reserves the right to reject any commission for any reason.
13. The artist is not responsible for lost or damaged items sent by mail.

### Permissions

14. The artist retains the right to display all commissioned work on any personal website, gallery, or journal unless agreed otherwise. If the commissioned work is a time-sensitive gift the artist may delay public showcase at the request of the client.
15. The artist retains the rights to the commissioned artwork, and to alter the commissioned work to make it more generic for print at the artist's discretion. Image rights can be negotiated for an added fee.
16. The client retains all rights to their respective characters. This does not allow them rights to the commissioned image.
17. The client may not profit from the artwork beyond the resale of a physical original drawing (traditional media, not digital). This includes the sale of the digital files, rights to the image, or production of NFT's.
18. The client may create prints for personal use (display in their home or as gifts). The client may also resize or crop the artwork to create icons, wallpapers, or other graphics to be used in non-commercial digital format, but the client cannot alter the artwork itself. The client may also upload the artwork to their personal website or gallery accompanied by a credit line to the artist, and it must be a watermarked version of the artwork.
19. The artist may recycle sketches and preparatory works that were rejected by the commissioner for other commissions or personal works.
20. The client must read, understand and agree to all the above terms before entering into an agreement with the artist.