

Ownership of Artwork and/or Files

The Artist retains the rights to the work and files unless otherwise specified in writing, in advance. Original copyright holder of any character or characters used retain(s) the rights to their character(s). The Client may not use the created work commercially, unless otherwise specified in writing, in advance. Client has right to produce three (3) prints of personal use. Client may also display the work in their online gallery or website, provided they are giving credit to the Artist, with a link to one of the artist's galleries or active social media platforms. This is further detailed in the Artist's [Terms of Use](#).

If this is for agreed commercial work, the Client may purchase the rights to the work. This must be agreed upon in advance of payment, or may be amended at a later time, but may incur an additional fee. The Artist retains the right to display the images in their gallery or portfolio.

Price and Payment Terms

Price will be agreed upon between Artist and Client in writing before Client is expected to send first payment. This payment will include any tax and any expected merchant fees, if applicable. Artist requires a non-refundable deposit of 50% of the total estimated cost of the commission before work will begin.

The agreed payment price may change if Client wishes to add additional details or information through the process.

Payment is accepted via PayPal. All payments must clear before work will begin.

Payment Plans and Final Payment Terms

Payment is accepted via PayPal. All payments must clear before work will continue. If the Client requests a payment plan, the Artist and the Client may discuss the options that are available. If Client misses a payment in said plans, an additional fee of 5% of the expected payment will be applied to the following payment due. If two payments are missed Artist retains the right to cancel the commission, and will retain the money paid as well as the rights to the work.

Final payment for the completed work is due within three (3) days of completion and must be made in order for Client to receive the full-sized, un-watermarked files.

If, for any reason a payment is returned by the Client's financial institution, credit card, PayPal, etc, a returned payment fee will be applied in the amount of \$25 for each returned payment. This is an additional amount to be combined with what will be owed for hours and work provided.

Production Schedule

Any time constraints must be discussed between the Artist and Client in advance. Artist cannot be held responsible for delays caused by client, sudden illness, unusual transportation delays, or external forces beyond the control of the Artist. If such event(s) occur, Artist reserves the right to a deadline extension equivalent to the exact number of days of the delay. Artist does not work holidays or weekends. "Rush" orders requiring the artist to work additional hours outside the normal work schedule may be applicable to a "rush fee" of \$25 or more depending upon commission price and the deadline.

The Commission Process

1. The Client contacts the Artist for an open commission slot. Client provides references and a description of what they would like. At this point, the price will be discussed and agreed upon.
2. Depending upon payment agreement, the Client makes either full or partial payment.
3. If requested, the Artist provides 4-5 "thumbnails" to Client for work over \$75.00(USD). The Client has the right to choose one thumbnail and request small alterations. The Artist reserves the right to reject these requests only if the Artist believes the work will suffer in quality.
4. The Artist re-creates thumbnail into sketch and submits work to the Client for approval. The Client now has the right to request up to 5 small alterations as well. The Client is welcome to provide red-lines, however, if the Artist believes that the quality of the work will suffer for it, these may be rejected.
5. The Artist begins coloring the work, and submits another low resolution work in progress image for approval to the Client.
6. Depending upon payment agreement, the Client makes a second payment.
7. The Artist details and finishes the image, then submits a watermarked, low-resolution version to the Client for approval.
8. Depending upon payment agreement, the Client makes the final payment.
9. The Artist emails the full file to the Client.
10. The Client smiles, shows their friends, the Artist tells other artists how much fun it was to work with the Client, and hopefully the two work together again in the future.

Shipping

The Client is responsible for cost of shipping and insurance. The Artist is not liable for any lost or damaged packages once shipped. If the work is digital, the cost of printing will be added in as well.

Revisions

Clear communication is essential to successful completion of a commission. With that said, Artist offers up to 5 small revisions in the "sketch" stage and a total of 5 small revisions throughout the commission's completion. Additional revisions are available at the expense of the Client.

Claims Period

Client has seven (7) days after the completion date to file a claim with Artist for any previously overlooked changes.

Retention of Images/Files

The Artist shall retain the original traditionally completed image for no longer than thirty (30) days. All digital files shall be retained for no longer than thirty (30) days. If the Client wishes a copy of the files or for the original image to be mailed to them, they must send the proper information to the artist within the period of 30 days after completion of the image. If the Client wishes the original files or image be held for longer than this period a retention fee of \$10/week may apply.

The Artist cannot be held responsible for work after the 30 day period.

Final Project

The Artist retains no responsibility or liability for what the Client or third parties do with the artwork once the artwork is completed.

Cancellation

The Artist reserves the right to cancel the commission at any time due to behavioral, payment, or communication issues.

If the Client cancels the commission, a refund may be given depending upon the amount of time and work completed. The Artist retains all rights to cancelled work, including the right to sell the image to a third party.

Confidentiality

All documents and discussions between the Artist and the Client will remain confidential unless otherwise expressed in writing between the Artist and the Client.

Final Agreement

All articles of this Terms of Service Agreement are applicable unless specifically outlined within the final written agreement between the Client and the Artist.

Acceptance of Agreement

By sending payment, you are hereby agreeing to the terms expressed above.