

## Terms of Service

# ARTWORK COMMISSION AGREEMENT

This agreement is made between Kyla Brown (Artist/Kylynazur) and (Client). This agreement covers artwork by the Artist on the following project: **Character Sheet, Cards, etc.**

**The payee must be 18 of age or older before proceeding the agreement or commission will be denied.**

- 1) Displayed base prices are subject to change according to the complexity, difficulty, size and medium of each individual piece.
- 2) Clear and concise visual references and/or description of a commission idea must be provided by the Client. After which a preliminary quote will be provided by the Artist.
- 3) Payments \$50 and under must be made up front in full before preliminary work begins.
- 4) If the artwork is finished before final payments are made, the Client will not receive the original paint/drawing or un-watermarked digital image of the commission until final payments are made.
- 5) Clients will have the opportunity to direct alterations of their commission in the thumbnail sketch stage. I will present three to five loose thumbnail sketches from which a client may choose before I refine the drawing. No more than five thumbnails revisions (or equal in terms of small alterations) will be made unless the Client wishes to pay for extra for new thumbnails.
- 6) Critique and redline corrections for commissions above \$50 are welcome to ensure the best result. Commissions under said price are considered as small works, and thus time revising sketches is not factored into the price.

7) The Artist reserves the right to reject critique and redline pertaining to artistic skill or style preference (i.e. anatomy, coloring style, etc.) if said critique reduces the artistic quality of the piece.

8) If the Client wishes to cancel their commission during the sketch stage they will be refunded 50% of what they paid.

9) If the Client wishes to cancel their commission during or after the coloring stage they will not be issued a refund.

10) The Artist will not discuss a commission with a client via public forum, instant messenger, or private note. Communications about commissions between Client and Artist will be made only through (kyllynazur23@hotmail.com) to ensure all information and communications are consolidated in one location.

11) The Artist reserves the right to issue a refund and cancel a commission due to poor communication, rude or inappropriate behavior, inability to communicate in effective English.

12) The Artist ensures the Client will receive email updates on commission when necessary. Clients are encouraged to check in when they feel it's necessary for updates, assurance or reminders.

13) The artist will not handle depiction of illegal activities, sexually explicit (x-rated) materials, body horror, and hateful images. When it comes to non-explicit fetish, violence, blood, work will be considered on a case-by-case basis. The Artist reserves the right to reject any commission for any reason.

14) The Artist retains the right to display all commissioned work on any personal website, gallery, or journal. 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 ALL the rights to the commissioned artwork, including the right to make prints and merchandise.

16) The Client retains all rights to their respective characters. This does not allow them rights to the commissioned image (see articles 14 and 15).

17) The Client may not profit from the artwork beyond the resale of a physical original painting or drawing (traditional media, not digital). This includes the sale of the digital files, or rights to the image.

18) The Client cannot alter the artwork itself. The Client may also upload the artwork to their personal website or gallery, but credit is required, and it must not be any high resolution or unwatermarked 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. By sending payment, the Client agrees to the above terms.