

**These Terms of Service are subject to revisions, editing, and additions without notice. Prices and policies are based in part from the "Graphic Artists Guild Handbook: Pricing & Ethical Guidelines, 14<sup>th</sup> Edition".**

### **1. Pricing, Estimates and Payments**

- a. The Artist's rate is on a per project basis. the Artist can provide an estimate/quotation if desired, if the Client can provide a scope of work.
  - i. For example projects and times, please see the Artist's price [here](#)
  - ii. Prices may vary based on complexity, difficulty, medium and size of the design.
  - iii. The Clients' approval will be obtained for increases or expenses that exceed the original estimate by 10% or more.
  - iv. Price estimates and quotes are valid for a period of 3 months.
- b. For projects over \$200 USD, the Artist charges 50% up front and 50% before delivery of final artwork. For projects under \$200 USD, the Artist charges 100% up front.
- c. Exceptionally large projects can be broken down in "progress payments" (ex: a percentage up front, a percentage halfway, and a percentage at completion).
- d. All pricing is over PayPal in USD; PayPal can convert for you, but you are responsible for any exchange fees.
- e. First payment must be made within 7 calendar days of the invoice.

### **2. Changes**

- a. Allowances
  - i. For artwork above \$200, the Client will have the opportunity to direct up to three alterations, critiques or redlines of the work during the sketch or thumbnail stage and two at the flat color stage.
  - ii. For sculpture and other 3D work, Client will have the opportunity to direct up to three alterations, critiques or redlines of the work during the sketch or thumbnail stage and two minor revisions at the sculpture blocking stage. iii. Commissions under \$200 are considered small works and only two revised sketches during the sketch or thumbnail stage will be allowed.
- b. Requested revisions that diverge from the Client's original artwork description and or references may increase the length of time the work takes and will be billed separately. It is up to the Client to be clear and precise and to provide up to date and accurate references or descriptions.
- c. Client agrees to pay Artist an additional fee, to be negotiated separately, for changes requested to final art. No additional fee shall be billed for changes required to bring final artwork up to original specifications or assignment description.
- d. The Artist reserves the right to reject critiques or redlines pertaining to artistic skill or style difference or if said critique reduces the artistic quality of the piece.
- e. Artwork may not be altered by the Client or a 3<sup>rd</sup> party in any way, without express permission by the Artist.

### **3. Cancellation and Refunds**

- a. Fees
  - i. If the Client wishes to cancel their commission before work has started, the artist will retain 10% of the full original payment in USD as a convenience fee.
  - ii. In the event of Client cancellation during the sketch/thumbnail stage phase a 50% refund of the full original payment in USD will be issued.
  - iii. Full original payment is based on pricing for the entire project start to finish.
  - iv. No refund will be issued if the Client cancels during the coloring stage or after the commission is complete. One hundred percent (100%) of the total fee is due despite cancellation or

postponement of the job if the art has been completed or is near completion. Upon cancellation, Artist retains all rights to the art.

- b. The Artist reserves the right to cancel a commission and issue a refund due to poor communication, rude or inappropriate behavior, inability to communicate in clear or effective English, or unforeseen inability to complete the commission.
- c. If the Artist cancels the commission, 100% of the original commission payment in USD will be refunded to the Client minus any fees and material costs already incurred.
- d. The Artist is willing to work with Client if they are unhappy with their service or product. Please do not open a PayPal dispute without contacting the Artist beforehand.

#### **4. General Terms and Conditions**

- a. Clients must be 18 years or older. The Artist cannot do legally do business with minors per PayPal policy.
- b. It is the Client's responsibility to save and backup any files. The Artist is not obligated to keep a backup of the work indefinitely.
- c. The Artist will not handle depiction of illegal activities, sexually explicit (x-rated) materials, or hateful/cruel images. Artistic nudity, violence, gore and humorously offensive work will be considered on a case by case basis.
- d. The Artist maintains the right to turn down any commissions for any reason.
- e. Deadlines must be discussed with the Artist prior to payment. Deadlines will not be guaranteed in any situation. No liability will be assumed for missed deadlines.

#### **5. Usage, Copyright and Ownership of the Artwork**

- a. Personal Use Artwork
  - i. The Client may create up to five prints for personal use (display in their home or as gifts) and may resize or crop the artwork to create icons, wallpapers, or other graphics to be used in noncommercial digital format. The Client is not allowed to alter the artwork itself. The Client may also upload the artwork to their personal website or social media, accompanied by a credit line to the Artist and it must not be any high-resolution or unwatermarked version of the artwork.
  - ii. The Artist retains ALL rights to the artwork including the right to use any and all or none of the artwork in their portfolio (in print and online) on their website, social media, for merchandise and prints, and to submit such work to design periodicals and competitions.
  - iii. The Artist owns the rights to and may recycle any sketches and preparatory works that were rejected by the Client and retains the right to create an altered version of the Client's commission to make artwork more generic for merchandise and print use at the Artist's discretion. Image rights can be negotiated for an added fee.
  - iv. The Artist reserves the right to charge an additional fee if the Client desires to never have the artwork published.
  - v. The Client may not post any work in progress (WIP) pictures shared privately to the Client by the Artist during or after completion of the artwork.
  - vi. The Client may not profit from the artwork beyond the resale of a physical original artwork, sculpture or painting. This includes sale of digital files or rights to the image.
  - vii. The Client retains all rights to their respective characters. This does not allow the Client rights to the commissioned image.
- b. Commercial Use Artwork
  - i. There is no license fee for commercial applications where the artwork is used for less than 100 pieces or 3 years, whichever comes first. A license fee of 5% of wholesale price of the items applies for volumes over 100 pieces.

- ii. The Artist reserves the right to use any and all or none of the artwork in their portfolio (in print and online) on their website, social media, and to submit such work to design periodicals and competitions.
- iii. In the case of a Non-Disclosure Agreement (NDA), the Artist can negotiate with the Client to post the artwork at a later date when the work is released to the public.
- iv. The Artist owns the rights to and may recycle any sketches and preparatory works that were rejected by the Client.
- v. The Artist reserves the right to charge an additional fee if the Client desires to never have the artwork published.
- vi. The Client retains all rights to their respective characters. This does not allow the Client rights to the commissioned image.

#### **6. Communication with the Client**

- a. In the event that the Client is unreachable by ordinary contact means (email) for three months or more, the Artist reserves the right to cancel the commission and retain a 10% fee. If the Client is unreachable for six months or more, a refund will not be issued.
- b. The Artist may not be available to answer emails on holidays, scheduled days of work, or emergencies. If the Client does not receive an email reply within 7 days, the Client is encouraged to resend their email.
- c. Communications about artwork between the Client and Artist will take place solely through email for the purpose of record keeping and consolidation.

#### **7. Shipping and Delivery of Physical and Digital Artwork**

- a. Physical Artwork
  - i. All physical artwork will be appropriately packaged for shipment by common carrier such as UPS, USPS or FedEx. The Client is responsible for the cost of any shipping and shipping materials unless otherwise stated by the Artist in writing.
  - ii. Insurance and tracking costs are always included in the cost of shipping.
  - iii. If a package arrives damaged, the responsibility lies with the carrier and it is up to the Client to file a claim with the carrier. The Client should document the damage immediately for support of the claim. The Artist will do their best to repair or replace damaged artwork for an additional fee.
  - iv. International customer: The Artist is not responsible for any artwork when it is in customs. Customs may open the package to inspect it and may not package it back the way it had been originally. It is up to the Client to cover the costs of any import fees, taxes, duties or VAT that may be charged during customs clearance. United States law requires that the Artist declare full value for the contents of international shipments.
- b. Digital Artwork
  - i. The Artist will provide digital artwork in digital form only. No physical items such as CDs or thumb-drives will be shipped.
  - ii. Digital designs and artwork will be sent in relevant formats (.jpg, .png, .pdf and/or .tiff) to the email address provided (PayPal email) unless otherwise specified.
  - iii. Printable files will be sent in CMYK format (not meant for RGB based devices like computer or phone screens). Files to be used online (such as digital wallpapers, icons, etc.) will be sent in RGB format. Files meant for both digital and print will be provided in both CMYK and RGB formats).

The Client must read, understand and agree to all of the above terms before entering into an agreement with the Artist. By sending a payment, the Client agrees to the above terms.