



Art by Orchid

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Commissions

Terms and Conditions

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Required Client Information:

Name

Preferably the client's first name and must personally refer to the client themselves. The client's "name" does not have to be a full name, but it **cannot** be a nickname or initials. Usernames and nicknames are acceptable **only** when paired with a proper first name.

Email

Unless the client specified to use another form of direct messaging through social media, email will be the primary form of contact. The client is expected to communicate politely and promptly with the artist, or the commission can be cancelled.

Age

The artist **will not** accept clients under the age of 18 unless their parent or guardian is included in the commission process. The parent or guardian must agree to make payments to the artist, be aware of commission subject matter or content, and consent to the sharing of contact information.

Commission Details

The details include a short description of desired type of commission and should be listed in the Commission Details **before** the commission can be accepted. Commission Details can be added to the Specific Commission Details portion of the Commission Information page the client fills out.

Social Media account information and **physical address** may or may not be required during the commission process. Such contact information will only be requested **after** the commission is accepted.

Payment for Commissions

A deposit is required **before** every commission is started.

Deposits will either be 30%, 40%, or 50% of the total cost depending on the difficulty of the work and the artist's discretion.

After the client responds to the artist's email confirming acceptance of the commission, a payment request email will be sent. The commission will be started **only after** the deposit has been received by the artist.

If the client does not receive the payment request within 3 days, a follow up email will be sent. If the client does not complete the payment request within 7 days, the commission will be cancelled. Payments may **only** be made through PayPal.

Cancellation of Commissions

The artist reserves the right to refuse a commission for **any reason**. Cancellation of commissions will take place under circumstances such as:

The client requests pornographic, racist, or otherwise offensive material (such as sexualization of underage characters, characters in blackface, or characters displaying offensive language or symbols).

The client does not complete the payment request within 7 days of the email being sent.

The client does not respond to any communications within 3 days of accepting the commission and initial contact from the artist.

The client requests to pay in any way other than PayPal.

The client fails to communicate throughout the process of completing the commission. If there is poor communication or unacceptable behavior, the artist reserves the right to cancel the commission **with or without** issuing a refund.

The client makes numerous requests to revise the artwork beyond the artist's ability. If the client fails to communicate their desired details or does not provide adequate references, the artist reserves the right to cancel the commission **with or without** issuing a refund.

References for Commissions

Commission requests must include at least **3 reference images** to accompany the written Specific Commission Details.

Specific Commission Details may include, but must not be limited to, the same information given in the original Commission Details sent at the time of the client's request. The client **must** elaborate on the information given in the initial Commission Details and may combine such descriptions with their reference images.

Reference images may or may not be copyrighted images, since the artist agrees **not to replicate** such images and will simply use them as inspiration for the commission. Reference images may be sent as a collage or separate images. Reference images **must** be sent in either **JPEG, PNG, PDF, or Word Document** format.

Updates on Commissions

During the process of completing the commission, the client will receive **at least 1 update image** from the artist. The artist may give more update image at their own discretion depending on the length of the process for completing the commission.

If the client requests more updates from the artist, the artist may send images at their discretion, but are **not** required to send such updates for any reason.

The artist also agrees **not** to post any images or information about the commission, including updates on the process of the commission, until the commission has been delivered to the client.

The artist may choose to ask permission of the client to print, post, or sell copies of the commission once it has been delivered.

If the client **agrees**, the artist will credit them as the commissioner and inspiration for the work. If the client denies, the artist **will refrain** from sharing or selling any copies of the work as the client as requested.

Regardless of the number of updates or revisions made to the commission, the artist reserves the right to cancel said commission at **any moment**.

Sharing Finished Commissions

Upon accepting the commission, the client agrees that the artwork will **not** be their own copyrighted material and they agree to **properly credit** the artist if they choose to share the completed work on social media.

Completed works, with or without a disclaimer, **will not** be copyrighted material of the client and the client agrees to this once the commission is accepted. Any artwork commissioned by the artist remains their copyrighted material, unless stated otherwise in a disclaimer filled out on the Commission Agreement page.

If the client wishes to share the artwork, they **must** tell the artist which social media platform they will be using and their contact information for said platform. They must then **properly credit** the artist with at least **1 link to one of the artist's social media platforms**.

Lack of credit will result in a request to take down the art if changes are not made. Mention of a name without the artist's social media information **will not** be considered "proper credit to the artist".

No mention of a name or link to social media is considered "lack of credit" and will be treated accordingly. If the client refuses to abide by the requests of the artist, legal action may be taken to ensure that the artist's copyrighted material is protected.

Deadline for Commissions and Payments

The artist will determine a reasonable deadline for the completion and delivery of the commission based on the difficulty of the work. The final payment will be requested upon completion of the work. The work will **only** be delivered once the final payment has been received.

See "Payment for Commissions" for details on late responses to payment requests. If payment is not received within **10 days** of sending the payment request email, the commission will be cancelled and no refund will be issued.

Delivery of Commissions

Commissions will be delivered **digitally**. There will be both an **original picture** and a **digitally retouched JPEG** version of the work sent to the client. If the client requests, another form may be sent as well (such as a PNG or PDF).

All images will be made to fit either a standard **5x7 in.** or **8x10 in.** page depending on either the request of the client **or** the discretion of the artist if the client states no preference.

If the client does not receive the images within **14 days**, they **must** contact the artist and the images will be resent. **Before 30 days**, if the client **did not** receive the images and **failed** to contact the artist within the original 14 days, the client may request the images again **for an additional fee** determined by the artist.

To receive a commission **physically**, there will be an **additional cost** to both the upfront deposit and the final payment. The client **must** give consent or have permission to give their physical address information to the artist. The client must also understand the risk of sending items through the mail and accept the possibility of their commission getting lost.

If they do **not** receive the commission within **30 days**, they **must** contact the artist and will either be sent the image version digitally or be issued a partial refund.

Refunds for Commissions

Refunds or partial refunds will be issued by the artist's discretion. Such instances may include:

The client has requested multiple revisions beyond the capability of the artist, a partial refund may be issued at the artist's discretion.

The client did not receive their physical commission and within 30 days has contacted the artist regarding the matter. A partial refund may be issued with or without a digital version of the commission sent to the client as compensation.

The client has paid the deposit, the artist has not started work on the commission, and the client informs the artist that they are unable to pay the remainder of the payment. The commission may be cancelled and a full refund may be issued.

The client has paid the deposit, the artist HAS started work on the commission, and the client informs the artist that they are unable to pay the remainder of the payment. The commission may be cancelled and a partial refund may be issued.

The artist may encounter personal or legal reasons in which they are unable to work on the commission after accepting it. Even if the deposit has been paid, the artist may issue a full or partial refund based on the situation. If the client agrees to simply delay the commission deadline, no refund will be issued unless the artist contacts the client and cancels the commission.

Refunds **will not** be issued if: client is simply dissatisfied with completed commission, client does not promptly or politely respond to communications concerning payments and refunds, client is unable to view digital images in various formats after artist has resent them, client refuses to properly credit the artist and the commission is taken down from social media, etc.