

# Kelsie "Rackiera" Belanger's Terms of Service

## General Policy

- 1.) Upon initial commission, the Client should present the Artist with a clear visual reference or a highly detailed written description of the character(s) in question.
- 2.) The final quote from the Artist will depend upon the complexity of the character(s) in question, which may raise the price. Advertised prices are *not* final and may raise depending on various factors of complexity in design, pose, atmosphere, etc.
- 3.) An initial sketch will be sent to the Client after commissioning for approval of the general scene. After final approval, in-progress updates will be sent at the discretion of the Artist. The Client may request more in-progress updates but compliance is not guaranteed.
- 4.) The Artist reserves the right to deny any commission at any time without a given reason.
- 5.) The Artist reserves the right to cancel the commission at any time in progress and issue a refund due to any of the following reasons.
  - a.) Unclear and ineffective communication on behalf of the Client.
  - b.) Rude or obscene behavior towards the Artist from the Client.
  - c.) Lack of communication on behalf of the Client.
    - i.) Time spans larger than 1 week after a check-in without reason are considered lack of communication.
    - ii.) Reasons given for lack of communication should be clear and the Client cannot expect the Artist continue constant work without communication.
- 6.) All discussion of the commission and transactions will be done solely through [belanger.kelsie@gmail.com](mailto:belanger.kelsie@gmail.com). Notes, PMs, or

messages through chat programs are not considered valid communication and will be disregarded as extraneous.

- a.) The Artist reserves all right to not respond to any commission-related inquiries outside of the listed email.
- 7.) The Artist reserves the right to determine her own working hours. Constant pestering of the Artist for work on the commission outside of her working hours may cause your commission to be cancelled under term 5.b.
  - a.) The Artist's working hours may vary upon her current life situation. Working hours span approximately 3 - 4 hours a day during weekdays and up to 1 - 2 on weekends.
  - b.) The Artist reserves the right to take weekends off from working on commissions.
- 8.) The Client may request free changes to any presented image when it is in sketch form. A complete re-sketch of the image will be allowed a total of one time. In further stages, adjustments may be made to the current stage of progress (colors in coloring, shading adjustments in shading, etc.). Any larger changes at later stages of the commission will accrue a fee deemed appropriate by the artist based on how long it will take to correct the perceived error.
  - a.) In the case of the Artist missing a detail or misunderstanding the Client, the Client may request a second free re-sketch or a change in the art itself.
- 9.) Critiques, redlining, and other forms of suggesting changes to the commissioned piece from the Client are welcome. However, the Artist reserves all right to deny these suggestions if she deems them unfit.
- 10.) The Artist reserves all right to display the commissioned piece through any personal website, gallery, journal, etc. The Artist reserves all right to use the piece in the future for examples of her own work.

- a.) Commissioned pieces will always be uploaded and displayed. Requests to not upload the image will be denied.
  - b.) Delay upon uploading the image due to events such as birthdays, holidays, or other festivities that may involve gifting the art piece are entirely fine as long as the upload date is agreed upon by the Artist and Client.
- 11.) The Client has the right to reupload the commissioned image in his or her personal galleries, profiles, or other websites as long as the use of the image follows the following guidelines.
- a.) The commissioned work is not used for commercial purposes without negotiation and proper fee from the Artist.
  - b.) The Client does not claim complete ownership of the commissioned work.
  - c.) The Client credits the Artist and links to at least one of her profiles in a description of the reuploaded work.
  - d.) If the commissioned work is for more than one person besides the Client, the additional person(s) are allowed to upload the work as well.
- 12.) The Client cannot alter the original piece without express permission from the Artist.
- 13.) The commissioned work will always remain the intellectual property of the Artist. The Client retains all right to their character(s).
- 14.) Acceptance of a commission from the Client by the Artist does not give the Client any right to add the Artist to the Client's friend list or contact list in any program or website.

### Payment and Refunds

- 1.) Payment is only accepted through Paypal in USD or through the deviantART™ commissions widget. Payment in any other form is not valid.
- 2.) Payment will be done up front before the Artist starts work. Once payment is given, the Artist will add the commissioned work to her queue. The queue is always in chronological order of payment received, not commission requested.
- 3.) The Artist does not accept deviantART™ Point commissions above \$15 (1,500 Points) in worth.
  - a. This is due to the fact that deviantART™ shoulders the burden of the fee on the Client. While the Artist gets \$25 from 2,500 points, the Client spending \$25 will only receive 2,000. The Artist does not support shouldering a heavy fee onto the Client.
  - b. If the Client cannot pay in any other form, Points in amounts above 1,500 will be accepted. However the Client must understand that he or she will be paying more than the worth is valued on his or her end.
- 4.) The Client may only request refunds before work begins, during the lineart stage, or during the color stage. Any requests for refunds after are null and void.
  - a. Refunds before work begins will be done in full.
  - b. Refunds during the sketch stage will be at 75% value of the original payment.
  - c. Refunds during the color stage will be at 50% value of the original payment.
  - d. Refunds due to the Artist cancelling the commission will always be at 100% value unless otherwise stated in these terms.
- 5.) Each addition character per image will add the price of however much of the character is showing.
  - a. In most cases this causes the quoted price to double as both characters will be shown in the same amount of the image.
  - b. In the off-chance that one character is planned from the start to be partially hidden, a relevant price will be applied to the character.
    - i. After receiving payment the Artist will not refund any of the price if any sketch or resketch hides part of another character.

- ii. A relevant price may be the price of the same tier's headshot or half-body prices or anything in-between as decided to fit by the Artist.

### Requesting a Commission

If you wish to request a commission from me, please send me an e-mail at [belanger.kelsie@gmail.com](mailto:belanger.kelsie@gmail.com). Include the following details:

1. Your character's/characters' reference image or a very detailed written description of the character(s) in question.
2. Every single detail you can think of regarding the scene. Pose, environment, time of day, etc.
3. Any other details you feel that it is important for me to know.

Please name the e-mail an appropriate and clear name. "Hey there" is not an appropriate and clear name. Please use something like "Commission Proposition" or "Commission from [username]" so I know to get back to you ASAP.

**By commissioning the Artist, the Client confirms that they have read, understood, and agreed to all of the above terms. The Client understands that violating any of these terms may cause immediate cancellation and refunding of their commission.**