

Kelsie "Rackiera" Belanger's

Terms of Service

General Policy

1.) Upon initial commission, the Client should present the Artist with a clear visual reference(s) of the character(s) in question.

a.) For reference imagery or character designs, textual descriptions and/or visual reference imagery is accepted.

2.) The final quote from the Artist will depend upon the complexity of the character(s) and scene 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.

a.) An initial sketch may be presented to the Client prior to payment in predetermined arranged scenarios in which the Artist agrees to.

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 without prior reason/warning.

i.) Time spans larger than 2 weeks 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 to continue constant work without communication in that time period.

6.) All discussion of the commission and transactions will be done solely through contact@rackiera.art. Notes, PMs, or messages through chat programs are not considered valid communication by default 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.

b.) The Artist reserves the right to communicate outside of the aforementioned bounds at her discretion with approval of the Client.

7.) The Artist reserves the right to determine her own working hours. Repeated requests for 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, which may be affected by external factors including, but not limited to, college work, social obligations, health, and volunteer work.

b.) The Artist reserves the right to take two days per work week off ('weekends') 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 in-progress stage (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 free 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 the right to deny these suggestions if she deems them unfit with given reason.

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.) The Artist retains the right to the final say on whether or not an image may be shared on her social media or other websites. Requests to not upload the image will be considered on a case-by-case basis and may be negotiated prior to purchase.

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 their personal galleries, profiles, or other websites as long as the use of the image follows the following guidelines.

a.) The commissioned work is not to be used for commercial purposes without purchase of commercial rights from the Artist.

b.) The Client does not claim complete ownership of the commissioned work as their own work.

c.) The Client credits the Artist and refers to at least one of her profiles in a description of the reuploaded work through name or link.

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 following these same terms.

12.) The Client cannot alter the original piece without express permission from the Artist.

a.) This only refers to alterations of artwork and does not apply to changes to textual aspects of works, so long as any textual changes do not include any offensive themes, e.g. racist, sexist, homophobic, transphobic, or otherwise hateful remarks.

b.) Cropping, rotating, and other simple transformations are allowed so long

as they do not obscure, remove, or otherwise hide the Artist's watermark.

13.) The commissioned work will always remain the intellectual property of the Artist. The Client and other associated parties retain all rights 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.

15.) Use of commissioned work for projects relating to cryptocurrencies, such as NFTs, is strictly prohibited and will result in DMCA(s) and revocation of all of the Client's rights to the work.

Payment and Refunds

1.) Payment is only accepted through Paypal in USD. Payment in any other form is not valid.

2.) The Artist does not accept payment in any non-national currency, such as DeviantART™ Points or cryptocurrencies.

3.) 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.

a.) In pre-arranged agreements, the Artist may start work and provide a sketch before the Client sends payment, but only if both parties agree. Situations that entail this situation are *only* those in which the Artist is unsure of proper pricing until a scene is confirmed.

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.

Requesting a Commission

If you wish to request a commission from me, please fill out and submit a [commission request form](#) through my website.

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.