

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.
 - 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 continue constant work without communication in that time period.

6.) All discussion of the commission and transactions will be done solely through rackiera.art@gmail.com. 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. Consistent 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, 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 weekends off from working on commissions.

c.) "Consistent pestering" refers to a bidaily or less request for updates and does not refer to any polite requests to see an update if there has been no contact for more than a reasonable period of time.

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 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.) 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 to be used for commercial purposes without negotiation and proper fee 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 does not include alterations of measurements in reference sheets or adjusting the text in them to be more accurate.

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.

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.

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.

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.

Requesting a Commission

If you wish to request a commission from me, please send me an e-mail at rackiera.art@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. and any other details you feel that it is important for me to know.
3. Your Paypal e-mail so I can invoice you.
4. Your account name so I can credit you. (Any site) If missing, I'll simply refer to you as 'a client'.

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.