

# SAMPLE Commission Terms of Service Contract

## 1. GENERAL TERMS

- All drawings may or will include a subtle sign that you may not remove.
- I might record the drawing process and post it on my social media.
- Prices are subject to change based on demand.
- I have the right to reject any order that I do not feel comfortable drawing for any reason.

## 2. PAYMENT

- Currency accepted is USD and can be paid through PayPal or I can send you a link to purchase through my website.
- Commissions are be paid with a \$50 deposit and then the payment is split 50% after all the details have been approved and 50% after the commission is completed.
- Don't send me any payment before I have agreed to give you a slot and requested you to send me the payment.

## 3. PROCESS AND DELIVERY

- I will notify you when I have started on your commission and you, therefore, lose the rights to a refund (see point 7 further below for more info on refunds)
- While I'm working on your commission I will be in frequent contact with you to make sure I make it just right for you!
- The amount of reviews depends on the complexity of the work.
- During the reviews, you will see work-in-progress and these images will usually include a watermark.
- The time it takes to finish your commission varies 1 week - 3 months depending on factors such as health, the complexity of the commissioned piece, other work.
- If anything comes up that will slow the progress of the initially estimated delivery time I will let you know asap.
- Once the piece is finished you will receive the piece along with a web-friendly digital copy which will feature a watermark.

## 4. REVISIONS

- A fee will be added if you want something changed on the final drawing - unless a misunderstanding from my side has been made.
- If you wish for me to change something in the drawing you have previously approved, I will charge you a fee to change it. The amount of the extra charge depends on the change you want me to make and is usually based on an hourly wage.
- If your reference is unclear to start with changes will come at an extra charge.

## 5. COPYRIGHT / USAGE POLICY

I, Robyn Wall (the artist), claim the rights to the produced drawing, not the buyer. Therefore I am allowed to use the copyrighted artwork to:

- Promote myself with it everywhere
- Publish books with it (artbooks, etc.)
- Display it everywhere to my liking (website, social media, etc.)
- Post it wherever I want

The buyer is allowed to:

- Use the commissioned piece for personal use unless agreed otherwise (you can upload it on all your social media profiles, forums, etc.)
- Use the artwork to promote themselves. You are not forced to give me credit when you post it but it is very appreciated.
- Use the artwork on their Youtube channel and in monetized videos as long as the artwork itself is not the main subject for the earnings.

The following is considered copyright infringement:

- Reproducing/using the copyrighted artwork commercially - means making money off it in any way.
- Claiming the artwork as your own
- Removing my signature from the artwork
- Altering the artwork without my consent
- I reserve the full rights to the image and it's use/distribution unless otherwise agreed upon (rights to the image for your own non-personal use may be purchased at any time).

#### 6. CUSTOMER SATISFACTION

- If you have a problem with anything in regards to the commissioned piece please tell me right away so we can find a solution together.
- I am willing to change some of my terms for you if you ask before I start on your commission. If you, e.g., do not want me to post your art anywhere, we can discuss this.

#### 7. REFUND / CANCELLATION POLICY

- The buyer is not allowed a refund of the initial deposits once I started working on the commission.
- If for any reason I am unable to start your commission you will receive a full refund.
- If you are getting a refund, do not request a Paypal chargeback. I will transfer the money back to you myself.
- If you request a Paypal chargeback at any point when you were not allowed to ask for a refund you will lose all aforementioned rights to the commissioned piece, and I will have the full right to profit further from it in any way. I will decline the chargeback and supply Paypal with our conversations in which we talk about the commission as evidence that I have completed work for you. Furthermore, you will be blacklisted from commissioning me again.

If the buyer breaks any of the points stated above they will lose all the aforementioned rights to the artwork commissioned by me, Robyn Wall (the artist), and I will have the right to profit further from the commissioned artwork in any way I see fit. If you have a problem with any of these statements, they may be changed if discussed with me prior to paying your commissioned piece.

If you have a problem with any of these terms, they may be changed if discussed with me prior to paying for your commissioned piece.

By signing below, you are agreeing to all of the above terms of service.

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Signature