



Art Commission Contract: Terms and Conditions

The Client must read and understand these terms before entering into a Commission Agreement with the Artist. By entering into a Commission Agreement with the Artist, the Client agrees to all Terms and Conditions.

1. Definitions

Artist: The individual providing the Commission (“Carrie Humes”, “Doodled By Carrie”, “@doodledbycarrie”, or “doodledbycarrie.com”).

Client: The individual purchasing the Commission.

Commission: The form of service provided by the Artist to the Client per the Commission Agreement. “Commission”, “Art[work]”, “Image[ry]”, “Piece[s]”, and “Project[s]” are used interchangeably herein and in Commission correspondence.

Commission Agreement: The discussion, documented via email (or via any other communication service, e.g. Messenger), in which the Artist and the Client agree to the subject matter and type of Commission to be produced, the Commission price, the point in time in which the Artist is expected to commence in Start of Work, and - if applicable - the Commission deadline, early termination circumstances, rush fees, and/or whether or not the Commission can be immediately displayed on the Artist’s portfolio.

This Commission Agreement shall remain on record with the Artist, along with any other documents related to the Commission, for at least two years.

Start of Work: The point in time by which the Client has approved the Artist to start work on the Commission (i.e. The price quote is approved by the Client and the first invoice is paid, this is when the Artist begins to create the Commission).

Profile(s): Online locations where the Commission may be displayed (e.g. “galleries”, such as www.doodledbycarrie.com, Instagram, Facebook, Pinterest, etc.).

“Profile(s)” do not include any sites that display hateful or racist imagery, illegal activities, or sites known to display, reproduce, and/or sell works without crediting the Artist. Additionally, no Commission may be displayed without notifying the Artist first, or as agreed upon in the Commission Agreement.

Personal Space: Non-public, offline locations (e.g. home or office); i.e. no business involving the Commission is being conducted.

Public Space: Offline locations that do not fall under “Personal Space” above.

Commercial Purpose: Any image or project to be commissioned that does not fall under the type of use specified in these Terms of Service. New Terms of Service may be developed and agreed upon in a Commercial Purpose Commission Agreement prior to Start of Work.

Commercial Purpose Commission Agreement: A Commission Agreement developed specifically for Commercial Purpose Commissions. A Commercial Purpose Commission Agreement requires separate Terms of Service, developed on a case-by-case basis.

2. Terms

1. The Artist hereby sells or transfers the Commission to the Client at the agreed value written in the Commission Agreement prior to the Start of Work.
2. The Artist has the right to refuse any Commission request, without needing to explain the reason.
3. The Artist reserves the right to stop work on a Commission, or cancel a Commission request due to poor communication, rude/inappropriate behavior, an inability to effectively communicate in the English language, or a breach of any provision of the Terms and Conditions.
 - 3a. If at any point the Client has failed to respond to messages or status updates provided by the Artist for a period of longer than one month, the contract may be rendered void at the Artist's discretion, and further work will require renegotiation.
4. The Artist will not create any depiction of sexually explicit materials, fetishes, or any form of hateful or racist imagery.
5. The Artist will not reproduce a copyrighted image or character without consent of its copyright owner, and as it pertains to the Copyright Laws.
6. By commissioning the Artist, the Client is purchasing the Artist's labor only. The Artist retains all rights to the Commission, which includes, but is not limited to: Distribution, reproduction, use of the Commission for Artist promotion (e.g. Profiles, Personal Space, Public Space, as defined in the Definitions section herein, etc.); or as it applies to new Terms of Service agreed upon in a Commercial Purpose Commission Agreement as defined in the Definitions section herein.
7. The Client must specify the content of their Commission to the best of their ability prior to a Commission Agreement. A complex Commission may incur additional illustration fees, to be defined and agreed upon in the Commission Agreement prior to Start of Work.

8. The Client must specify the desired display size of the Commission, regardless of whether the Commission is completed digitally or traditionally. A large display size may incur additional illustration fees, to be defined and agreed upon in the Commission Agreement prior to Start of Work.

9. If the Commission is time-sensitive, a rush fee may be applied, to be defined and agreed upon in the Commission Agreement prior to Start of Work.

10. If the Commission is defined as confidential in the Commission Agreement, the Artist will temporarily delay public display of the image at the request of the Client and as defined in the Commission Agreement until such time the Commission Agreement specifies public display is permitted. A Client may not request the Artist to complete a Commission without defining the timespan in the Commission Agreement to eventually allow the Artist to publicly display the image.

11. The Client may not distribute, reproduce, or otherwise profit from the commission, beyond the resale of the original [traditional art or the purchased print of a digital art] Commission or as it applies to new Terms of Service agreed upon in a Commercial Purpose Commission Agreement as defined in the Definitions section herein.

11a. The Client may not edit, alter, or trace the Commission without the Artist's expressed, written permission, or as agreed upon in the Commission Agreement prior to Start of Work.

12. The Client may display the Commission in Profiles as long as the Artist's name ("Carrie Humes", "Doodled By Carrie", "@doodledbycarrie", or "doodledbycarrie.com") is prominently displayed along with a link to www.doodledbycarrie.com. Additionally, any Profile display of the Artist's Commission must notify the Artist, unless already defined in the Commission Agreement prior to Start of Work. Commissions in Profile displays cannot breach Term 10, Term 11, Term 11a, Term 12b, and Term 19

12a. The Client cannot display a Commission outside of Personal Space or in a Public Space unless the Commission is executed under new Terms of Service agreed upon in a Commercial Purpose Commission Agreement prior to Start of Work. The Client must obtain written permission from the Artist prior to displaying the Commission in a Public Space if not already defined in the Commission Agreement; additional fees may apply.

12b. Under no circumstances may the Client submit a Commission to any kind of online or offline contest.

13. Digital art Commissions will be provided to the Client via email in .pdf format; this does not include the Commission native files, unless agreed upon in the Commission Agreement, or thereafter, the Client obtains written permission from the Artist.

13a. The Artist is not responsible for the cost of shipping a Commission (traditional art Commissions, any digital media device [e.g. flash drive, etc.], or print of a digital art Commission); the Client is responsible for all shipment costs.

14. The Artist is not responsible for printing (creating a hard copy of) a digital art Commission, or reproducing prints of a traditional art Commission for the Client unless agreed upon in the Commission Agreement. Three additional options are available:

- 1) The Client can order print(s) via the Artist's print shop, and pay to have it shipped directly to the Client's location - these prints will not be part of a limited edition (numbered) run, or physically signed by the Artist; the Client is responsible for all shipment costs.
- 2) The Client can request the Artist to provide a signed print - these prints will become part of a limited edition (numbered) run, and physically signed by the Artist; the Client is responsible for all shipment costs, included the shipment form the Artist to the Client after the print is numbered and signed.
- 3) The Client may use the digital (.pdf) file for local printing, so long as it does not breach Term 11, Term 11a, Term 12a, Term 12b, and Term 17

15. If the Commission is for Commercial Purpose, the Artist must be notified prior to the Start of Work. Commercial use of the Commission will be decided on a case-by-case basis. New Terms of Service may be written and agreed upon in a Commercial Purpose Commission Agreement before the Start of Work.

16. The Client will receive a rough sketch preview of the Commission after Start of Work, at which point the Client may request up to three changes. The Client may request a preview of the Commission at any time during the creation process, but may not request further changes to the Commission, unless a change process is agreed upon in the Commission Agreement prior to Start of Work.

16a. Some changes, if approved, will require renegotiation of the timeframe and the fee.

17. The Client retains the right to not purchase commissioned artwork at any time. Any money already paid before refusal will not be refunded to the Client under these circumstances. This statement relieves The Artist of being indebted to Client if this occurs.

18. The Client may not incorporate the Commission in another work of art (or another Artist's Commission). A take-down notice will be issued in such cases.

19. Refunds may only be issued if the Client notifies the Artist prior to Start of Work, unless conditions for refund are agreed upon in the Commission Agreement. No refunds will be issued after Start of Work, nor will a refund be issued before or after Start of Work if any of these Terms of Service are breached. Additionally, the Artist has the right to revoke access to, and stop work of, the Commission at any time after Start of Work if these Terms of Service are breached.

20. The Client will not permit any use of the Commission or misuse the Artist's name in any way which would reflect discredit on her reputation as an artist, or which would violate the good spirit of the Commission.

21. The Artist reserves the right to collaborate with, or supervise, other artists to deliver the Commission.

22. The Artist has the right to pursue damages under applicable Copyright Law, should there exist a violation in addition to a breach of these Terms of Service.

23. The Client expressly waives any right to pursue any claim for consequential damages, punitive damages, special or incidental damages, including any damages related to loss of opportunities, which may arise in the event that the Artist fails to complete the Commission within the agreed-upon time, regardless of whether such failure was caused by intentional or negligent acts or omissions of the Artist or any third party. The Artist's liability in such cases shall be limited to the monetary value of the commission as agreed upon by the parties.

24. The Artist is not responsible for any loss or damage to the Commission incurred by any third party shipping service during the shipping process.

25. The Client agrees to indemnify the Artist against any and all claims and expenses, included but not limited to attorneys' fees and costs, incurred as a result of the Client's unauthorized use of the Work under this Agreement, including the enforcement of the Agreement by the Artist.

Required Client information

Email Address: The Client is encouraged to contact the Artist via email (carrieh@doodledbycarrie.com) to query a Commission.

Phone Number (Optional): The Artist might call the Client when there is a conflict in schedule, payment, or a breach in the Terms of Service.

Physical Address: The Artist only needs the Client's address if the Artist is shipping a (traditional art) Commission or a digital art print. The Client is responsible for ensuring that their contact details are true and correct. Either party shall notify the other party in case of change of address prior to such change.

Age: If the Client is under 18, the Client must supply contact information for a parent or guardian. The Artist reserves the right to contact the parent/guardian of an under-aged Client, to ensure that there is no breach in the Terms of Service and the Client is able to pay for the Commission.

Specifications for Commission: Please refer to Term 3, Term 4, Term 6, Term 7, Term 8, and Term 9 for guidance.

4. Payment

Payment: Unless stated otherwise, the Artist requires 100% of the payment up front before Start of Work, and any additional fees to be submitted before the delivery of the Commission, unless otherwise agreed upon in the Commission Agreement.

When work on the final Artwork is complete, a low resolution version will be shared with the Client for final approval. By giving final approval, the Client is agreeing that the Commission is complete and any additional fees are due.

Once the price is paid in full, the Commission will be provided in the form agreed upon in Term 13.

Currency: All prices are expressed in U.S. dollars (USD), and payments are expected to be made as such. The Client is responsible for providing the correct amount, equal to the USD amount. Please visit XE.com for accurate currency conversions.

Method: At this time, the Artist exclusively accepts payment through www.doodledbycarrie.com.

Cancellation: Please refer to Term 18.

5. Miscellaneous

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior communications between Artist/Client with respect to such matters. No modification of, or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by the Artist. This Agreement shall be construed by the Laws of the State of Colorado. Any disputes between the parties shall be resolved by binding arbitration according to the rules of the American Arbitration Association. Any term of this Agreement found to be unenforceable by an arbiter or court of competent jurisdiction shall be severed; the rest of the terms shall remain in full force and effect.