

## **TERMS OF SERVICE - MARIAN SMITH ART**

By commissioning me for my artistic services, you are agreeing to the terms of service below.

Any statement can be bound to change if discussed with me, the artist, prior to the commission.

### **1. GENERAL TERMS**

- Artwork is done in the artist's style. Style choices are reviewed with the client.
- Artist will not make exact copies of other artist's work. However, unique interpretations of a specific subject are welcomed.
- Clients must state whether their commission will be used solely for personal use or if they intent to use it commercially and potentially profit off the work. Commercial work is subject to additional fees.
- If a client requests a deadline of a week or less, rush fees may apply.
- I, the artist, have the right to decline or cancel a commission for any reason.
- Any ill behavior will not be tolerated and your commission will be cancelled if it occurs.

### **2. PAYMENT**

- All commissions must either be paid in full upfront, or 50% upfront and 50% once the final piece is completed.
- The only currency currently accepted is USD.
- Payment cannot be made in the form of a check. Cash and Electronic delivery accepted.
- An invoice will be sent along with the terms of service document. Once both are paid and signed the artist can begin the research and development process.
- Payment plans will be considered on a case-by-case basis.

### **3. PROCESS**

- The client must provide a clear idea of the work they would like. The artist will then provide the client with the rate.
- The client must provide references if applicable to the type of painting. Ex) Family portrait, specific location, pose, etc.
- Work will start on agreed timeline once the terms of service document is signed and the invoice is paid and confirmed by the artist.
- Work in Progress updates will be given to the clients if requested. The painting progress, especially with larger-scale, multimedia and oil-based projects are subject to take longer times to complete (ex. longer drying time). Timeline estimates will be discussed with clients beforehand.
- Time consuming changes are subject to additional fees but will be discussed with clients before they occur. The first small change (ex. changing hair color, nose shape, etc.) may be considered without fee changes. Larger changes (ex. adding additional people, changing scenery, changing layout) will incur at additional payment 10-15% of the full price if change is within reason and scope of practice. I, the artist, will do my best to create a cherished custom piece of artwork but if the client wishes to make changes that would involve restarting the painting, the artist will discuss options to either cancel the project or restart anew with an additional charge.

### **4. CUSTOMER SATISFACTION**

- If the client requests to keep the commission private and not shared (ex. on social media as a work in progress) until completion the artist will respect their wish.

- I, the artist, will do everything I can to make my clients happy with the offered artistic service.
- However, changes cannot be made after the work is complete and client has received the completed work.
- I, the artist, ask that the client be clear with what they would like from the beginning to avoid major issues and minimize the chance of needing changes -- in order to maximize customer satisfaction. My priority is to create beautiful art the client can cherish!

#### **5. COPYRIGHT/USAGE POLICY**

- I, the artist, hold every right to the produced drawing, not the client.
- Therefore, I am allowed to use the artwork to:
  - i. Promote myself
  - ii. Display to my liking
- The client is allowed to:
  - i. Use the copyrighted artwork for personal use only unless agreed otherwise.
  - ii. Share on their social media pages with proper credit to the artist.
- If you break the copyright infringement in any way, every right you had to the drawing will be retracted. The following is considered copyright infringement:
  - i. Reproducing/using copyrighted work commercially.
  - ii. Taking credit for the creation of artwork.
  - iii. Removing any watermark/signatures.
  - iv. Altering the artwork without the artist's consent.
- Purchase of Commercial rights to the artwork will be discussed with a likely price of 300% the original. For commercial inquiries, the client and artist will discuss options on a case-by-case basis to discuss client's commercial rights, royalty fees, etc.

#### **6. CANCELING/REFUNDING POLICY**

- I have the right to cancel and refund the money for your commission at any time.
- The client may only request a cancellation and refund during the initial research/sketch phase (approximately the first 5 days) once invoice is paid and documents are signed.
  - i. If cancellation and refund is requested, the artist will refund 50% of whatever has been paid until that point.
- If cancellation is requested during underpainting, painting, glazing phase, no refund will be given.
  - i. 100% refunds will not be made once commission work has started.

This document is to protect and inform both parties. Any statement can be bound to change if discussed with me, the artist, prior to the commission. With respectful discussion, I may be flexible with some policies on a case-by-case basis. I love to create unique art for my clients so I will do my best to create valuable, beautiful work that we are all happy with!

Client's Name (Print):

Client's Signature & Date: