

LEA DEMPSEY

COMMISSION TERMS OF SERVICE

*Please read the **FULL** document before signing.*

Payment through my Ko-fi page (<https://ko-fi.com/ladedadoodles>) is required prior to the start of your commission, or a 50% down payment of the total commission price through PayPal (*readily available upon request.*)

USAGE

All work created under commission is strictly for **personal use only**, unless stated otherwise. This means that all commissioned work **cannot** be used/sold for financial gain either directly or indirectly, and that **I retain all rights** to pieces created under commission to feature on my portfolio, web pages, use as self-promotion, etc. I will not retain the rights to previously created Intellectual Property featured in commissioned work, such as character designs and settings, and as such will provide appropriate credit to the owners of said IP in all places the commissioned work is used. **Put simply: I reserve the rights to my art, you reserve rights to what is featured in my art (the IP).** *If you would like to buy the full copyrights of your commission for commercial use, an additional fee will be discussed and agreed upon by all parties. Fee will vary depending on the intended use.*

You ARE allowed ..

- To post my completed commission work on social media, web pages, etc. **with credit.** (*Examples of credit: a link to my website or Ko-fi, tagging my online handle @ladedadoodles, etc.*) This includes usage as an icon/profile picture.
- To claim full rights to a character designed on commission for future use. This **does not** include the piece of work itself, only the design featured within the work. Put simply: I reserve rights to my art, you reserve rights to what is featured in my art (the IP).

You ARE NOT allowed ...

- To post my completed commission work on social media, web pages, etc. **without credit.** This includes usage as an icon/profile picture.
- To claim my artwork as your own. I **retain all rights to pieces created under commission.**
- To sell my art in any form, or use my art **directly or indirectly** for financial gain. (*Example of indirect financial gain: using my art as a business logo or as advertisement.*)
- To remove my watermark or signature from commissioned artwork. This is integral to providing credit for the work I created.
- **To feed my work to AI.**
- To use my work as an NFT.
- To edit my artwork in any way, **including work-in-progress images.**

REVISIONS

Communication is key with commissioned artwork. Please provide as much detail and reference for your piece as possible upfront, to ensure I understand your vision going in. Revision requests for my work are welcomed and encouraged- I invite you to be as honest as possible with your feelings about your piece at every step of the process! After a certain number of revisions, you will be charged an additional fee for the extra time & effort I will commit to going back and correcting your piece. I am happy to do as many revisions as necessary, given that the **revision fee is paid in full upfront** when necessary. Additionally, **you are not allowed to bring my work to another artist for revision.**

Revision fee tiers are as follows:

- 0% into the commission (*sketch phase*): No limit on revisions.
- 25% into the commission (*lineart approved*): 4 revisions, then 5% fee for additional changes.
- 50% into the commission (*colors approved*): 3 revisions, then 10% fee for additional changes.
- 75% into the commission (*rendering underway*): 2 revisions, then 15% fee for additional changes.

→ 100% completion of commission: 1 revision, then 20% for additional changes.

Not all commissions will hit every revision tier.

RUSH FEE

If there is a time constraint in which your commission must be completed, you are to stipulate this **upon initial payment**. If this time frame is less than two weeks from initial payment or less than two weeks from you alerting me of said time constraints, you will be charged a **20% rush fee**. I cannot guarantee that works not specified as having a time constraint upon initial payment will be able to be completed on time.

CANCELATION

I reserve the right to cancel your commission at any time, as do you. A full refund will be provided in the event that your commission is canceled *without* having been started, and a partial refund in the event your commission is canceled *with* having been started.

I retain the rights to all art created for a commission once it is canceled. You are **not** permitted to use any unfinished work I have provided as a reference for other artists, nor to post my unfinished work on social media, web pages, etc.

ACKNOWLEDGEMENTS

- I reserve rights to my art, you reserve rights to what is featured in my art (the IP).
- My work is for personal use only. It is not to be used for direct or indirect financial gain.
- My work must be credited wherever it is used.
- You will not feed my work to AI of any kind.
- Revisions may accrue an additional fee.
- There will be a 20% rush fee associated with your commission if given less than two weeks to complete it.
- Commissions can be canceled by either party at any time for either a full or partial refund as described above.

→ There are no refunds for a fully completed commission, and all fees must be paid **in full**.

→ I retain the right to refuse any commission request for any reason.

By signing below you acknowledge that you have read, understood, and agreed to the terms and conditions set forth in this document.

SIGNATURE: _____

