



Commissions Terms of Service

Thank you for your interest in a commission! The following guidelines help to establish a good artist/client relationship with the rights and responsibilities of each clearly delineated. By purchasing a commission, you agree to the following:

The Commissioning Process Overview

The following is an overview of the commissioning process.

- A commission can be requested by emailing pulsarbird@gmail.com.
- Commissions are considered on a case by case basis.
- Include a brief description, the type of art desired and attach any references.
- A quote will be provided along with payment information.
- Once payment is received, a time frame will be established.
- If applicable, updates will be sent for revisions or approval.
- The final art will be delivered via a dropbox link in an email.

I reserve the right to refuse a commission for any reason, or without stating a reason.

Permissions

Permission must be secured for the usage of all characters appearing in a picture. I reserve the right to request verification of permission for any or all characters appearing in a picture, but the responsibility for securing proper permission falls to the client. Some provision may be made for "surprise" pictures or gifts featuring another character. For example, recent commissioned images showing the same characters appearing together may help establish an implied permission. I cannot be held responsible for any consequences of the usage of a character without proper permission. Failure on the part of the client to obtain appropriate permission may result in a ban from future commissioning.

Price Quotes and Payments

Current prices will be posted when I am open for commissions. Because prices often change (due to sales, events, changing offered products, market forces and other reasons), I do not have specific prices listed here. They are available upon request, and the current prices will also be posted any time I am accepting commissions. All prices are in US dollars.

The prices listed in my commission ad are base prices. The final price of a commission may be higher, and depends on various factors. Some things which can increase the price of a commission include, but not limited to:

- Backgrounds
- Detailed character patterns
- Non-standard character configurations, including taur forms, other extra limbs or extra genitals
- Detailed or specific clothing and piercings
- Tattoos
- Props, including furniture, bondage gear, machinery, etc.

Once an idea has been established, please email pulsarbird@gmail.com for a quote.

Quotes are valid for 14 days. After 14 days, the quoted price is subject to change.

Payments must come from a single point of contact. Split payments coming from multiple parties are not permitted.

I do not reserve "slots" for projects. Slots are allocated once payment is received.

For projects quoted at less than \$300, full payment is due to reserve a slot and before any work begins.

For projects quoted at equal to or greater than \$300, the payment may be split. A non-refundable downpayment of 30% or more will be used to reserve the slot and begin work, with the balance due either in 14 days, or to begin the final stage of the artwork. The balance is likewise non-refundable once the final stage of artwork has begun.

Projects costing significantly more than \$300, or more complex, multi-part projects may be negotiated on a case-by-case basis.

Additional fees may be incurred during due to excessive revisions. Please see the "Revisions Process" section for more information.

Revisions Process

The number of revisions and process for revisions varies by the type of project and artistic style. The following is provided as a general guide:

Sketch:

No revisions are provided for a sketch. However, minor revisions may be made for a fee.

Speedpainting (colored sketch):

No revisions are provided for a speedpaint. However, minor revisions may be made for a fee.

Cel Shading:

Two rounds of minor revisions are provided. One when the sketch is finished, and one with inking and flat colors to verify color and pattern accuracy. Once the picture is colored, no final revisions are available. However, color adjustment revisions may be considered on a case-by-case basis.

Rendering:

Two rounds of minor revisions are provided. One when the sketch is finished, and one with rough, blocked-in colors to verify color and pattern accuracy. Due to the nature of a rendered picture, no revisions are offered once the picture is completed. Additional revisions to a completed rendered picture will be quoted and handled as a new project.

Revisions beyond the standard allocated revisions, or revisions which are excessively complicated will be quoted for an extra fee. Revision fees will be quoted on a case-by-case basis, based on complexity. Images in other styles (e.g. Ink only, or flat colors only) will be handled on a case-by-case basis, but generally will include one round of revisions.

It is the client's responsibility to adequately describe the scene they would like, and provide accurate references. Failing to do so may incur additional revision fees, even if it is being requested as part of the typical revision process. For example, adding details which were not originally specified in the original request will often incur a fee.

There is no specific criteria as to what makes a revision "minor" or "major" and this is left up to the artist's discretion. However, major revisions generally will include the following:

- Request for a new pose
- Request for a character to be rotated (E.g. from a straight-on view to 3/4ths view)
- The addition or correction of character details that were not in the character's reference

- The correction of details which were followed accurately, but incorrect in the reference
- The addition or correction of details which were forgotten to be asked for in the initial request
- Broad, over-arching changes to color palette (E.g. from a daytime to a sunset scene)

It is the responsibility of the client to review art at each stage and to respond in a timely manner with either suggested changes or approval. When no contact can be made with a client for 14 days despite repeated attempts, the project will be placed on administrative hold. A final email will be sent to advise the client that the project will be closed within another 14 days. If there is still no contact within the remaining 14 day period, the project will be refunded, less fees for the amount already completed, and considered canceled.

Auctions

Because auctions are special events, they have their own guidelines. Please see the Auction Terms of Service for more information. By bidding on an auction, you agree to the following:

- All bids and payments will be made in US Dollars.
- The winning bid must be paid in full within 72 hours of the close of the auction. If the bid is equal to or over \$300, a minimum of 30% down payment must be paid within 72 hours of the close of the auction, with the remaining balance due within 14 days of the close of the auction.
- The winner may only use a character to which they are the full and rightful owner and hold the copyright. Bidding for third parties is prohibited.
- I reserve the right to refuse to feature a character or idea for any reason, or without stating a reason.
- Failure to abide by these policies may result in forfeiture of the winning bid and a ban from future auctions or commissions.

Bids within the last five minutes will extend the bidding by an additional five minutes. If there is steady bidding past the deadline (For example three or more bids over another 15 minutes), the auction will go into a silent bid via email for anyone who bid after the auction closing time.

Deadlines

If a specific deadline is required, this must be negotiated as part of the quote process. Failure to specify a deadline leaves the deadline up to the discretion of the artist. Aggressive deadlines, requests to work over a weekend or holiday, or requests for priority status in workflow may incur additional fees.

Once payment is received, the client will be advised of the intended deadline. Typically work takes no longer than two weeks, and no project has taken longer than six weeks after payment has been received.

It is the client's responsibility to respond to works in progress in a timely fashion. Commissions which are open for more than 30 days without a response from the client are subject to cancellation. Specific details are outlined in the section "Revisions Process".

Deliverables

Final digital art will be delivered in a full resolution, maximum quality JPG. The delivery will be via email, containing a Dropbox link. Dropbox links will be good for a minimum of 30 days. A lower resolution file suitable for uploading to gallery sites is also typically provided as a courtesy, but is not a guaranteed deliverable.

Final digital art for print will be delivered in a lossless format (typically PNG or TIF).

Photoshop (PSD) files are not included as a deliverable, nor will they be provided. Likewise, no other project file formats are included as a deliverable nor will they be provided. These include but are not limited to: Adobe Illustrator, Flash, After Effects, Premiere, ArtRage, Medibang, Procreate, and Sai file formats.

If Photoshop files (or other project file formats) are required, this can be handled on a case-by-case basis.

Other projects, such as portfolios consisting of multiple images, may be delivered in PDF format for ease of distribution.

It is requested that the client provide some feedback on the final deliverable, however it is not required. Projects which have not received a response from the client within seven days of delivery will be considered satisfied and closed.

Projects which have been agreed on as being satisfactory and completed—either explicitly in a written communication, or implicitly by a lack of response within seven days of the final being sent—are no longer available for revisions without a fee. Any subsequent revisions or work on a closed project will be considered to be a new project and billed accordingly.

Refunds and Cancellations

I reserve the right to cancel a commission at any time and to refund the payment. A refund initiated by myself will be refunded in full, regardless of the level of completion.

The client may request the commission be canceled up to the final revision stage. Once a commission has passed the final revision stage, it can no longer be canceled. Depending on the circumstances, canceling a commission at any stage may result in a ban from future commissions.

A cancellation fee of \$20 will be assessed for a cancellation where work has not yet started. This is to cover costs associated with invoicing, bookkeeping and administrative overhead in refunding the money.

Sales of sketch commissions are final, and can not be refunded.

All sales of \$50 or less are final and can not be refunded. This includes but is not limited to: the purchase of characters, portfolios, winning auction bids, Your-Character-Here slots, and growth drive donations.

For projects which have been started, the refund amount will be reduced based on the level of completion. This will be assessed on a case-by-case basis.

Once a project has passed the final revision stage, it may no longer be canceled. E.g. If a client has approved the sketch on an inking commission, that commission can no longer be canceled. If a client has approved the inking on a cel shaded commission, that commission can no longer be canceled. If a client has approved the rough colors on a render, that commission can no longer be canceled.

Privacy

The client's full name, email address, Paypal information and other identifying information will be retained for tax reporting purposes. However it will always be kept confidential, and never shared with a third party, except when necessary in the course of legitimate business (e.g. Paypal).

Works in progress will not be released to a third party or posted publicly until approval has been granted by the client. Work in progress stages which have been approved by the client may be posted or distributed by the artist. Final images may be posted or distributed, even without express approval, except where it has been previously negotiated.

I reserve the right to request that a project be kept private for any reason. If a project previously agreed to be kept private is later released into a public space, the client which commissioned the project may be banned from future commissions.

Clients may also request that a project be kept private. A \$25 privacy fee may be incurred per project.

Copyright, Use, and Licensing

I retain the copyright of the image itself, but make no claims to copyright of the characters depicted in the scene.

The client is permitted to post the image online to any public or private digital media space, as many times as they like.

The client is permitted to print images for their own personal use. Printing images either one-off or in large runs to appear in books, collections, portfolios, posters or other printed media for sale is prohibited.

The client may not modify the image in any way which changes its fundamental nature. Third-party modifications such as server side re-compression or resizing done automatically on upload are considered standard practice and permitted. The following is not permitted without express permission:

- Removing or altering the signature or attribution
- Altering the image to change sizes, shapes or genders of characters. (I.e. "Photoshopping")
- Adding details, props or characters
- Removing details, props or characters
- Collaging the image with other images
- Inking over a sketch
- Changing colors, or coloring a black and white image
- Tracing the image or pose within the image onto another canvas or digital layer
- Animating the image
- Applying typography to the image

By commissioning me, you agree to allow the following, unless otherwise negotiated before work has begun:

- To post the art to my galleries with proper attribution
- To use the art in modified form (e.g. cropped) as part of commercial advertisements, portfolios, and self-promotional efforts both online and in print
- To post the art to my Patreon page with proper attribution
- To post a progress video of the art being created to my Patreon page

Special permission may be obtained by the client to use the image in other ways (e.g. in print) or to secure additional licensing rights or the copyright of the image itself. These may be negotiated on a case-by-case basis, and may include licensing fees.

By remitting payment, you hereby confirm that you have read and understood and agree to these terms of service.