# **Warriorfeather Creations Commissions-Terms Of Service**

## Thank you for your interest in commissioning me! Please keep in mind the following Terms of Service prior to and during the commission process:

1. Commissions are completed in the order received. I will take on one commission at a time, with a maximum of five per month.
2. The commission queue is maintained via this [Trello board](https://trello.com/b/XRxpToB7/commission-queue)--please check it often so you can see my progress with your project.
3. The costs of each commission vary between $6 and $100 per illustration, set by me (the Artist)
4. I only accept payment through Paypal (email me for this information), and the cost of the commission is due on the date the commission is agreed upon. Please keep in mind that PayPal may take several days for refunds/payments to clear-- be sure you have the funds needed to commission me!
5. Shipping is included in the cost of commissions in the continental United States of America if you request the original artwork to be sent to you. For overseas shipping, I will discuss these terms with you and additional fees will apply. I ship through the US Postal Service. If the Postal Service has delays, you will be notified through tracking. *I am not responsible for damages done to your piece in transit by the Postal Service—once it goes through the mail, it is officially out of my hands!* Contact me right away if you suspect your piece is lost, or if it does happen to be damaged on arrival; we will work on an agreed refund if necessary.
6. The estimated turnaround time for a piece of artwork is 2-4 weeks maximum, with exceptions for emergencies the Artist encounters. All communication, including WIP images, will be done through email, Twitter or Discord at your preference.
7. The final product is scanned and kept on file by the Artist at all times. The original piece may be sent to you on request (see #5 for more information about shipping).

Legal TOS Information and Definitions of Terms

**Work.** Commissioner retains Artist to create the requested piece. **Work that is paid for includes only the final, deliverable art, and not any preliminary work or sketches.**

**Price and Delivery. The non-refundable flat-fee for Work is $6-100 USD.** **The total payment must be made in full before any work begins**. Payment is accepted through PayPal only. Work is to be delivered no later than 1 month from the date the work is agreed upon, but Commissioner agrees that the date of delivery is not material to this Agreement.

**Grant of Rights.** Artist agrees to the perpetual non-exclusive license of all rights (including, but not limited to, the right to display, modify, transmit, transfer, sell, and create derivative works) to Work to Commissioner, excluding only the right to authorship credit, which is retained by
Artist. **Artist agrees that Work is produced with the intent it be unique and will not seek to resell or publish Work, except as noted below.**

**Artist's Right to Authorship Credit.** Artist may use Work in Artist's portfolio (including, but not limited to, **any website** that displays Artist's works). **Commissioner and Artist agree that when asked, Commissioner must properly identify Artist as the creator of Work.** Commissioner does not have a proactive duty to display Artist's name together with Work, but Commissioner may not seek to mislead others that Work was created by anyone other than Artist.

**Commissioner Accepts Artist's Creative Vision.** Commissioner agrees that Artist will complete Work in Artist's creative style at Artist's sole discretion. **If Commissioner refuses to receive Work or demands Work be redone, it is understood and agreed that Commissioner is cancelling the Agreement, and no fee will be refunded.**

**Cancellation, and Expiration.** If Commissioner does not want or refuses to receive Work, Artist may decide whether or not to complete Work, and will exclusively retain all right to Work. **This Offer automatically expires upon 48 hours of being made and may not then be accepted.** This Offer expires if it is verbally or through writing (including, but not limited to, by e-mail or text chat) withdrawn by Artist.

**Limitation of Liability.** Commissioner agrees that Artist will not be liable for any damages (including, but not limited to, incidental or consequential damages), that arise from Artist's performance of this commission (including, but not limited to, failure to perform in a timely manner, regardless of whether the failure was intentional or negligent.)

**Dispute Settled by Arbitration, and Governing Law**. Any dispute under or about this Agreement must be submitted to and resolved by arbitration through the arbitration services located at Internet URL http://www.net-arb.com. Parties will bear their own costs. Any court may enforce the arbitration award. This Agreement will be governed by the laws of the Municipal/California State/Federal Government, in the country of the United States of America.