

# ARTWORK COMMISSION CONTRACT

for the work of Dezy Delaceur

Hello, potential Client! I am tremendously grateful that you are considering me for your art project! So, a little bit about me: I am typically very casual in my business transactions. A lot of the fluff of business seems very frivolous to me. Still, it is necessary for me to protect myself as a professional artist, and this Contract is what helps me to do that. Whether you're here about custom commissions, premade commissions, or adding my information to a pool of potential future partners, the information in this Contract applies across the board. As such, I encourage you to read through this Contract thoroughly.

If you've downloaded this Contract in consideration of a custom commission, a link to the relevant application may be found at the end of this document. If you've downloaded this contract, on the other hand, with the purchase of a premade commission listing in my shop - i.e. YCH (Your Character Here) commissions, adoptables, aesthetic and artwork bundles, or any other art-related shop listing - the information you filled out upon purchase may be considered your application, and you do not need to fill out the linked application.

**AGREEMENT AND ACCEPTANCE TERMS:** This contract ("Contract") is entered into and agreed upon by Dezy Delaceur ("Dezy Delaceur", also referred to as "I", "me", and "my" throughout this Contract) and the client ("Client", also referred to as "you" and "your" throughout this Contract) upon the receipt of payment for any artwork good or service provided by Dezy Delaceur. By making a payment, the Client agrees to the terms and conditions outlined in this Contract in its entirety, regardless of whether the Client has fully read or reviewed the Contract. For custom commissions, this Contract becomes effective immediately upon receipt of the initial down payment from the Client. This payment constitutes the Client's acceptance of the terms outlined in this Contract. For premade artwork goods or services, this Contract becomes effective immediately upon completion of the checkout process and receipt of payment. This payment constitutes the Client's acceptance of the terms outlined in this Contract. Payment receipts will be retained as part of Dezy Delaceur's records and serve as proof of the Client's acceptance of the terms within this Contract and as proof of the monetary transaction. Once again, this Contract applies to all Clients upon the occurrence of the applicable payment terms outlined above, regardless of whether or not the Client has reviewed the terms in detail. It is strongly recommended that the Client thoroughly read and understand the terms of this Contract prior to making any payment.

With that legalese out of the way, I have written this Contract to be as straightforward and easy-to-understand as possible. Should further clarification be needed regarding any of the terms outlined in this Contract, please do not hesitate to contact me at [dezydelaceur@outlook.com](mailto:dezydelaceur@outlook.com). My office hours are Monday through Friday, 10 AM to 6 PM CST, excluding holidays and Wiccan sabbats. I aim to respond to all communications within 24 business hours of receiving them, though responses may be slightly delayed during my busier periods. Currently, this email address is the best way to contact me, so please avoid using social media for this purpose. Communication through social media may be extremely delayed.

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## Current Artwork Pricing Guide

### Signature Style Pricing

**Signature Style:** This refers to my signature art style featured in most of my work. This is my preferred style to work in and is best chosen for work featuring characters, whether for simple concepts, character sheets, or illustrative scenes. Please come with your ideas fleshed out and with any necessary reference material.

Signature Style Price Guide - Characters			
	Headshot	Torso & Up	Full Body
Sketch	\$30	\$40	\$50
Line Art	\$40	\$50	\$60
Full Color	\$50	\$60	\$70
Signature Style Price Guide - Backgrounds			
	Simple	Complex	
Sketch	\$30	\$50	
Line Art	\$40	\$60	
Full Color	\$50	\$70	
Signature Style Price Guide - Props			
	Simple	Complex	
Sketch	\$20	\$30	
Line Art	\$30	\$40	
Full Color	\$40	\$50	

*Sketches* are done using a pencil-textured brush to mimic traditional artwork. The sketch strokes may be done in any single color of choice. *Line Art* is clean but weight-varied line work. This line art strokes may be done in any single color of choice. *Full Color* is typically lined in black, colored, and shaded for a fully rendered finished piece. For *Characters*, *Headshot* refers to just the head *or* neck and up, *Torso & Up* refers to the waist and up *or* groin and up, and *Full Body* refers to anything beyond this.

For *Backgrounds*, the complexity of the piece is dependent upon your request and is at my discretion. Background work may be standalone pieces or added to work for characters and props upon request. In the case of transparent, single color, or simple patterned (such as stripes, dots, etc.) backgrounds added to work for characters and props, no fee will be added to the final price. In the case of simple or complex backgrounds beyond the aforementioned cases added to work for characters and props, the pricing of the requested background will be included in the final price. For *Props*, work may be standalone pieces or added to work for characters. For props included with a character, additional fees to the final price are dependent upon complexity and time which must be dedicated to designing the prop and are up to my discretion.

In all cases, each price is multiplied by the quantity of each character, background, or prop. This includes multiple drawings of the same character, background, or prop at varying angles. Each angle, in this case, would count as an additional piece. These prices are for digital pieces and must include reference imagery and/or a detailed reference description. If you are looking for traditional pieces or ground-up character design services, relevant information may be found on Page 3 and Page 4, respectively.

**Chibi Style:** This refers to a miniaturized style of my signature style and is not your traditional anime/manga chibi style. Please come with your ideas fleshed out and with any necessary reference material.

Chibi Style Price Guide - Characters			
	Headshot	Torso & Up	Full Body
Sketch	\$10	\$20	\$30
Line Art	\$20	\$30	\$40
Full Color	\$30	\$40	\$50

For explanations of each of the above terms, please refer to the above section under my Signature Style pricing on Page 2. This style is only available for character work, but backgrounds and props may be added to your chibi style character work for the same price as outlined also under my Signature Style pricing on Page 2.

**Traditional Work:** Upon request, my Signature Style and Chibi Style work can be done in marker and colored pencil (8"x10" on Bristol paper) or acrylic gouache (8"x10" on watercolor paper). These are shipped to your address as original pieces. Please come with your ideas fleshed out and with any necessary reference material.

Traditional Work Price Guide		
	Marker & Colored Pencil	Acrylic Gouache
Character - Signature	+ 50% of Subtotal Price	+ 70% of Subtotal Price
Character - Chibi	+ 50% of Subtotal Price	+ 70% of Subtotal Price
Background	+ 60% of Subtotal Price	+ 80% of Subtotal Price
Prop	+ 50% of Subtotal Price	+ 70% of Subtotal Price

The prices above are intended to include supply expenses and will be applied to the subtotal price per piece - that is, the price of each main service added together - and added to your quote as part of the final price. What is not included in the guide is the cost of shipping, which can only be calculated after obtaining your shipping address. The shipping price will then also be added to your final quote.

## Special Offers

On my website's art shop (linked at the end of this document), I offer a variety of unique artwork-related goods and services. These exclusive special offers include things like YCH (Your Character Here) commissions, adoptables, and artwork and aesthetic bundles. Once again, the form you fill out upon purchase is your application for these services, and you need not fill in any additional forms or applications once that has been completed. Below, you can find information on each of these exclusive special offers.

**YCH Commissions:** My YCH (Your Character Here) commissions are exactly what the name implies. This is a service for a custom commissioned piece worked into an existing premade template. Each available piece offers different details which may be modified to your liking, specified in the description of each listing. The prices for these pieces are flat rate, run cheaper than fully custom commissioned pieces, and are done exclusively as digital art. *Only* the specified details in the description may be modified, and each YCH commission is *limited run* and comes on a *first come, first served* basis. Traditional pricing, character design services, and commercial licensing are *not* available for these premade commission services.

**Adoptables:** Adoptables are fully fleshed out character designs. Upon purchase, you receive a rendering of the character you've adopted, a simple front-and-back character reference sheet, and a complete text-based

character sheet detailing the character's background. Adoptables have their own set of terms and conditions to be agreed to upon purchase, which are outlined in the document titled *Adoptable Permissions*. The prices for Adoptables are flat rate, run cheaper than custom commissioned pieces, and are delivered digitally only. They are *first come, first serve* and may *not* be resold once purchased.

**Artwork & Aesthetic Bundles:** Clip art, emotes, icons, social media branding sets, or digital brush sets are just some of the premade Bundles I make for my shop. Unlike my YCH Commissions and Adoptables, these Bundles are not first come, first serve, nor are they limited run. Artwork & Aesthetic Bundles have their own set of terms and conditions to be agreed to upon purchase, which are outlined in the document titled *Artwork Bundle Permissions*. The prices are flat rate, run cheaper than custom commissioned pieces, and are delivered digitally only. They may *not* be resold or redistributed under any circumstance.

## Additional Services

In *all cases for all artwork services*, if you request a piece which requires a tremendous amount of additional work (research, design, detail, etc.) on my part, I may include an additional design fee to your total quote. This is entirely up to my discretion and is in place to avoid being taken advantage of. Otherwise, there are two additions available for my artwork services which are detailed and priced below.

**Character Design (\$100 Per Character):** My Character Design services are available upon request should you not have a thorough physical description or visual reference for me to work with when requesting character work in my Signature or Chibi Style. This pricing is for my visual design service only and does not include any text-based character background information. For my writing services, please see the document titled *Writing Commission Contract*. Character Design services have their own set of terms and conditions to be agreed to upon purchase, which are outlined in the document titled *Concept Commission Permissions*.

**Commercial Licensing (\$300 Per Piece):** If you intend to use my design in the context of professional logos, merchandise designs, for-profit media, or in any other manner which has the potential to bring you financial gain, you must purchase a Commercial License. This License will be delivered to you via email and will be personalized with your name or your company's name, a reference image for the work which the license covers, information on usage permissions, and a statement of agreement with my signature. This license will serve as your proof of permission for commercial use of a particular piece you've purchased the license for.

## Artwork Request Guidelines

### Blacklisted Content

The following is a list of content I will not work on for any reason, be it due to my personal code of ethics, my personal level of comfort, or simply a lack of desire to work with such subject material:

1. Nudity - No exceptions under any circumstances.
2. Fetish Content - Light suggestive content is okay.
3. Pornographic Content - Light suggestive content is okay.
4. Copyrighted IP/Content - Unless provable permission is given.
5. Extreme Violence/Gore - Horror content and light violence/gore is okay.
6. Political Content - Mostly applies to real life politics. Up to my discretion.
7. Hateful Content - Mostly applies to real life hateful content. Up to my discretion.
8. Mech/Mecha - Up to my discretion. I just don't enjoy drawing them.

As a freelance artist who works entirely for myself, I retain the right to decline any project for any reason, and I am not obligated to provide you with the reasoning for my declination. Please respect these terms.

## Customer Etiquette

Furthermore, I will not work with you if:

1. ...you are not willing to read through my Contract.
2. ...you are disrespectful or rude towards me.
3. ...you attempt to haggle for lower prices.
4. ...you offer to pay me in “exposure”.

No exceptions. If you persist, communication will cease entirely.

## Project Summary & Details

### Custom Commission Projects

The custom commissions process begins with your application (see the link at the bottom of this document). Once I've reviewed it, you will receive an email from me with further instructions. At this point, I may also ask for clarifications on any details I'm unclear on and/or request any additional reference materials I may need to complete your piece(s). Once we are clear and in agreement, I will send over your quote and another copy of this Contract for your convenience. Upon approval, I will send over the invoice via PayPal, and once you've paid the non-refundable deposit of 50% of the total price, I will begin work on your piece(s).

You will receive a sketch as soon as it is complete. In the case that you've only purchased a sketch, our working relationship on this project ends here. In the case that you've purchase line art or a full color piece, I will require you to approve the sketch before I move onto the rendering stage. This helps to keep us on the same page and to minimize the need for revisions. Once approved, I can continue working. You may feel free to pay off the rest of your invoice at any point during this process, but please note that I will not be sending you the finished piece until payment has been received in full.

With the piece(s) completed and payment made in full, you will receive your final piece via email or, in the case of traditional pieces, physically. If your piece is digital, you may request minor revisions to the final rendering. Larger revisions may require further payment, which may be negotiated at that time. If your piece is traditional, revisions will not be provided. With that in mind, our working relationship on this project concludes at the moment I've emailed or shipped the final piece(s).

If it is obvious to me that you are taking advantage of my revision process during the sketch portion or the final rendering portion of my workflow in order to get free or discounted services, I retain the right to terminate our working relationship then and there and to refuse to work with you on any future projects thereafter. Further, once the final product is complete there can be no refunds, as what you are paying me for is my time and my service. More information on payment and revisions can be found later in this Contract.

### YCH (Your Character Here) Commissions

If you have ordered a YCH (Your Character Here) commission from me through my shop, you will have received this Contract as part of your initial PDF download. The information I had you fill out upon purchase serves as your application, though I may contact you via email if the information you've provided was insufficient for me to complete your commission. As this is a premade, preplanned, flat rate commission, you will be receiving an intermediary sketch as you would in a custom commission, and no revisions will be made as they would in a custom commission. You will simply receive the final piece via email once it has been completed, and our working relationship on this project concludes there.

YCH (Your Character Here) commissions are non-refundable and require no additional fees. What you pay when you check out your purchase is the full price of the commission. Please note that commercial licensing may not be requested for my YCH (Your Character Here) commissions.

## Adoptables & Artwork Bundles

If you have purchased a finished piece from me (adoptables, artwork/aesthetic bundles, etc.) through my shop, you will have received this Contract as part of your initial PDF download as well as any additional documentation regarding usage rights for the piece(s) you have purchased. You will also have received downloads for all additional material outlined in the listing's description. There is no need to contact me further regarding these products unless there is an issue with the file you have received (i.e. inability to download, corrupted files, etc.) or there is something you need clarification on. There will be no refunds on these products once the purchase has been made, as a purchase guarantees access to these products.

## Project Revision Guidelines

Project revisions are only available when purchasing digital custom commissions. These revisions may range from small changes to large ones. All premade goods and services offered on my art shop - YCH (Your Character Here) commissions, adoptables, artwork bundles, aesthetic bundles, etc. - are not viable for revisions. Traditional commissions, as well, which are shipped directly to you are not viable for revisions.

When you receive your sketch for a custom commission, I am able to make slight changes to poses, minor details, and colors upon request free of charge. For larger changes, such as a complete redo of the sketch from the ground up, you will be charged an additional sketch fee. The scope of these changes is entirely up to my discretion, as I am aware of the additional workload that various changes will add to my process. If you have requested line art or a full color piece, the only changes that will be made for free after the sketch has been approved are minor changes related to color or very small detail corrections. For changes beyond this, you will be charged an additional fee for a second piece entirely, and in some cases, we may have to go through the sketch and sketch approval process again. Once again, the scope of these changes is entirely up to my discretion. Under all circumstances, I retain the right to deny a revision request and/or to add additional fees to your final price for revision requests for any reason as I see fit.

Please note that, in the case of digital sketches and digital line art, revision to the color of the sketch strokes and line art strokes are always free to change the color of, as such a change is very quick and easy. Additionally, I am quite reasonable about revisions so long as you are not attempting to take advantage of me. The guidelines surrounding revisions are in place for my own protection as a professional artist.

## Project Copyright & Permissions

### Artist Copyright & Permissions

In many jurisdictions, including the U.S., copyright protection begins the moment the work is fixed in a tangible medium of expression, meaning it is saved in a form in which it may be perceived or reproduced. When a piece of artwork is created visually or digitally, the artist who created it is automatically given exclusive rights to the piece the moment it is created by that artist. This means that the artist has the sole exclusive right to display, distribute, reproduce, and create derivative works based on that piece however they see fit.



In all cases, regardless of any additional rights I may have granted you, I, as the artist, will always retain these rights. Much - if not all - of the artwork that I create will be displayed on my website galleries and on any social media platforms (such as DeviantArt, Tumblr, YouTube, etc.) which I display my artwork. Please note that, in the event that the project I am working on is private for a time or I am otherwise being asked to agree to an NDA, I am happy to hold off on sharing the work I do until an agreed upon date and time. In this case, however, I must be given an exact date and time in writing that I am permitted to share the work.

Please note that I will never use your personal IP - including character creation work, logo work, or other branding work I may do for you - to profit. Though I retain the right to display the work I've done with the IP you've commissioned me for, the copyright of the IP itself remains your own.

### Client Usage Permissions

You may use any artwork good or service you purchase from me for personal use (i.e. social media avatars, social media posts, home décor, etc.) - that is, any way that does not have the potential to benefit you financially. In the case of sharing commissioned work or otherwise purchased work on social media, credit by name (Dezy Delaceur *or* Dezydration), via a link to my website (Dezydration.com), and/or a tag of my official social media page (social media links may be found at the end of this document) is greatly appreciated, but not required. If you wish, however, to use any artwork good or service you purchase from me for commercial use (i.e. merchandise design, for-profit organization logo design, etc.) - that is, any way that does have the potential to benefit you financially - you must purchase a commercial license for it.

Regarding character design services, the character(s) I create for you are permitted for personal use only unless you purchase a commercial license for them. You may use these characters for derivative work which does not have the potential to benefit you financially, such as non-profit fiction, non-profit artwork, etc. Again, if you plan to use these characters within piece of fiction or artwork for-profit, you must purchase a commercial license. In either case, I will never create derivative work featuring the character I've created for you for profit on my end - and I will gladly share links on my website to your work featuring the character.

In all cases, when sharing any artwork I have created physically or online, you may never claim credit for the artwork I create, and you may never remove my signature which I place on my artwork. In addition, you may never alter my artwork in any way. For additional information on client usage rights, please refer to any licensing documentation that may be provided with your particular artwork good or service.

### Additional Licensing Rights

**Commercial Licensing:** Commercial licensing is available for custom commissions, for character designs, and for certain (but not all) adoptables upon request. Commercial licensing is not available for premade commissions (such as YCH/Your Character Here commissions) or for premade content (such as artwork and aesthetic bundles) unless otherwise specified in the description of the listing. With the purchase of a commercial license, you will receive a written document certifying your right to use the associated artwork and/or character design for commercial use - that is, in ways which have the potential to benefit you financially. The exact terms of this licensing is provided in the commercial licensing documentation you will receive upon purchasing commercial licensing. As outlined above under the *Artist Copyright & Permissions* section on Page 6, you may never claim my artwork as your own, remove any signatures I've placed on my artwork, or alter my artwork in any way. Additionally, I retain the right to use my artwork for display in my galleries and on social media as outlined in the same section. All of these terms apply even in the case that commercial licensing is purchased, as you are not being granted exclusive rights to the artwork. Keep in mind that logos are the only forms of artwork I can provide which will not include a signature.

**Character Design Licensing:** My character designing services do not come with commercial licensing. You must purchase commercial licensing if you intend to use the character(s) I design for you for commercial purposes. Character designs are treated just as other custom commissions are, and the artwork and characters created through these services are for personal use only unless a commercial license is purchased. Please note that a license must be purchased for both the artwork and the character if you intend to use both for commercial purposes. To clarify further, in order for you to be permitted to use both the artwork and the character commercially, you must purchase two separate commercial licenses.

**Adoptable Licensing:** If commercial licensing is purchased alongside a particular adoptable which offers it, the licensing will be emailed to you as soon as I am able to within my next available office hours. This is due to the fact that licensing is customized to display the artwork and/or character design information alongside information pertaining the owner of the commercial license associated with that artwork and/or character design. It is necessary for me to personalize the license and file it away for reference before emailing it to you. You may not use your adoptable for commercial purposes – that is, in ways which have the potential to benefit you financially – unless you have purchased this license and not before you receive the license via email. As outlined above under the *Artist Copyright & Permissions* section on Page 6, regardless of whether you are purchasing an adoptable for personal use or commercial use, you may never claim my artwork or character design as your own, remove any signatures I've placed on my artwork, or alter my artwork in any way. Additionally, I retain the right to use my artwork for display in my galleries and on social media as outlined in the same section. Any changes made to an adoptable character's design should be made independently of my original artwork. You may never resell my adoptable artwork or my character designs.

## Project Timeframe & Deadlines

### Custom Commission Turnaround

Custom commission turnaround can vary widely based on the complexity of a particular piece. Simple pieces may take up to a week, while more complicated or detailed pieces may take up to a month or, in rare cases, longer. Please note that these are general estimates, and no exact amount of time can be determined for any given piece without knowing the specifics of your request. Also note that, in the case of multiple pieces within a single request, I will work on one piece at a time to completion of that piece.

Additionally, I will work actively on up to three projects at one time utilizing a slot system which is first come, first serve. Orders placed after these three projects of focus or requests made for pieces that exceed this quantity will be placed in a queue and will move up in priority and focus as I complete pieces in that queue. This queue – and the three slots of focus – are available for viewing on my website (linked at the end of this document). I update this queue in real time, so the queue you see will always be up to date. I ask that you please be respectful of this system and of projects that may be ahead of yours in my queue.

### YCH (Your Character Here) Commission Turnaround

YCH (Your Character Here) commission turnaround can also vary by complexity, but in general, it will take a shorter amount of time to complete than a custom commission would. This is because a portion of the artwork for these particular commission services is already complete. Typically, I am able to focus on these commissions alongside my three custom commission slots. However, as with custom commissions, this special standalone slot is also first come, first serve. In the event that I am currently working on one of these commissions, you will be added to a separate queue until I have completed my in-progress YCH commission.



## Project Payment Procedure

### Custom Commissions

For all custom commissions, payment will be conducted via PayPal through PayPal's built-in invoicing system. Please be sure that you have an account established with PayPal prior to hiring me for my commission services. Once your quote has been agreed upon, your invoice will be sent via PayPal. Before I can begin any work at all on your piece, you must pay a non-refundable down payment of 50% of the total price which will go towards your final payment. Afterwards, you may pay the rest of the invoiced amount at any point you like, but you will not receive your final piece until you have paid the amount in full. In the case of sketch-only commissions, you will not receive a sketch at all until you have paid the amount in full.

### Premade In-Shop Commissions

In the case of premade in-shop commissions - such as with YCH (Your Character Here) commissions - your service is paid for in full upon paying for the service during the checkout process. Once payment has been received, I will begin work on your piece as soon as a premade commission slot is available. There will be no refunds on Etsy commissions under any circumstances.

## Project Cancellation Terms

The only commission services which are available for cancellation are custom commission services. Custom commission services are easily cancelled by request prior to down payment. If you wish to cancel the service after a down payment has been made, your cancellation must be requested before you approve the commission sketch. No cancellations will be accepted after this point, and, in addition, you must pay for the service in full. As a reminder, your down payment of 50% of the total price of the commission is non-refundable once it has been made. In the case of sketch-only commissions, cancellations are only accepted up until you approve your quote. In this case, once the quote has been approved, cancellations will no longer be accepted, and, in addition, you must pay for the service in full. In all cases where cancellations are no longer accepted and you are required to pay in full, you will still receive the piece you are paying for.

## Application & Important Links

To apply for my custom artwork commission services, go to the following link:  
<https://forms.office.com/r/faxc7tSdXG>

My Creative Project Website: <https://dezydration.com/>  
My Commission Info & Relevant Documents: <https://dezydration.com/services/>  
My Art Shop: <https://dezydration.com/shop/>

My Personal Website: <https://dezydelaceur.com/>  
Other Official/Important Links: <https://dezydelaceur.com/link-compendium/>  
All social media links can be found on my Link Compendium linked above.

You may contact me regarding creative projects at [dezydelaceur@outlook.com](mailto:dezydelaceur@outlook.com).  
Please do not use this email for personal conversation and correspondence.