

CONCEPT COMMISSION PERMISSIONS

for the Conceptual Work of Dezy Delaceur

Please note that the terms within my Artwork Commission Contract and my Writing Commission Contract, which are available for download on my website, via email during concept work discussion, and as included downloadable document with purchase of an Adoptable, are applicable to you from the moment of custom commission down payment or in-store purchase. Please read through the Artwork Commission Contract and Writing Commission Contract thoroughly to understand the terms and conditions of the services and/or goods you are purchasing. My Artwork Commission Contract and my Writing Commission Contract may be referenced throughout this permissions Document.

AGREEMENT AND ACCEPTANCE TERMS: This document (“Document”) is a legal extension of my Artwork Commission Contract and my Writing Commission Contract (“Contracts”). The terms and conditions within this Document and my Contracts are entered into and agreed upon by Dezy Delaceur (“Dezy Delaceur”, also referred to as “I”, “me”, and “my” throughout this Document and my Contracts) and the client (“Client”, also referred to as “you” and “your” throughout this Document and my Contracts) upon receipt of payment for your service and/or good. In making this payment, the Client agrees to the terms and conditions outlined in this Document and Contracts in their entirety, regardless of whether the Client has fully read or reviewed the Document and Contracts. This payment constitutes the Client’s acceptance of the terms outlined in this Contract, effective immediately upon receipt of payment. 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 Document and my Contracts and as proof of the monetary transaction. Once again, this Document and my Contracts apply 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 my Contracts prior to making any payment.

With that legalese out of the way, I have written this Document to be as straightforward and easy-to-understand as possible. Should further clarification be needed regarding any of the terms outlined in this Document, please do not hesitate to contact me 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.

About my Conceptual Services

Currently, I offer four different types of conceptual work: Visual Character Design, Written Character Design, Written World Building, and Adoptables - the first three of which are custom commission services and the latter fourth of which is a premade piece available for purchase as a listing through my art shop.

Visual Character Design: My visual Character Design service is available as an add-on for my Signature Style and Chibi Style artwork commissions. This service is for the visual aspect of the character - including the character’s appearance, costume design, color palette, and accompanying props upon request. In purchasing this add-on, you receive two things: A unique custom character design and a piece of artwork featuring that character design. These are two separate items for personal use only unless you have purchased a Commercial License for each of them. A Commercial License will cost you an additional \$300 for the artwork and an additional \$300 for the design concept.

Written Character Design: My written Character Design service is available as a standalone writing commission service. This service is for a full written profile of the character – basic information, background information, psychological information, suggested physical appearance notes, and more. In purchasing this service, you receive a written character concept. This character concept is for personal use only unless you have purchased a Commercial License for it. A Commercial License will cost you an additional \$300.

Written World Building: My written World Building service is available as a standalone writing commission service. This service is for a full written profile of the world – or region of any size – including basic information, natural world information, cultural information, historical information, and more. In purchasing this service, you receive a written world/region concept. This world/region concept is for personal use only unless you have purchased a Commercial License for it. A Commercial License will cost you an additional \$300.

Adoptables: My Adoptables are available for purchase as a listing through my art shop and includes both a visual and written premade Character Design and all of the trimmings that come with those services. In purchasing this premade design, you receive three things: A premade character design, a premade piece of artwork featuring that character design, and a premade written character concept. These are three separate items for personal use only unless you have purchase a Commercial License for each of them. A Commercial License for the artwork rendering will cost an additional \$300. As a special Adoptable-exclusive deal, however, the visual design and written concept are available as one fully fleshed out character at only \$300 for a single Commercial License which covers commercial use for both.

Artist/Writer Copyright & Permissions

In many jurisdictions, including the U.S., copyright protection begins the moment a piece of artwork, writing, or concept 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, writing, or concept work is created in physical or digital format, the artist/writer who created it is automatically given exclusive rights to that artwork, writing, or concept work the moment it is created by that artist/writer. This means that the artist/writer has the sole exclusive right to display, distribute, reproduce, and create derivative works based on that artwork, writing, or concept work however they see fit.

Whether you have purchased a piece of artwork, writing, or concept work for personal use or you have purchased a Commercial License for commercial use, I, as the artist/writer, will retain these rights. Much – if not all – of the work I create will be displayed on my website galleries and on my social media platforms (such as DeviantArt, Tumblr, YouTube, etc.) which I display my artwork and writing.

Client Usage Permissions

You may use the artwork, visual concept, or written concept you received from one of my concept services or goods for personal use (i.e. social media, non-profit fiction work, home décor, etc.) – that is, any way that does not have the potential to benefit you financially. Wherever you decide to utilize my concept-related work, 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 my concept-related work for commercial use (i.e. merchandise design, for-profit fiction work, etc.) – that is, any way that does have the potential to benefit you financially – you must purchase a Commercial License.

In all cases, when sharing any artwork, writing, or concept-related work I have created physically or online, you may never claim credit for the artwork, writing, or concept-related work I create, and you may never

remove my signature or credit which I have placed on my artwork, writing, or concept-related work. In addition, you may never alter my artwork in any way, and you must make a written notice that a change has been made to a particular piece of my writing or concept which is publicly available. The latter is to prevent potential future clients from assuming that an altered piece of my work is the result of my original work.

On Commercial Licensing

If you have purchased a Commercial License, you will receive a written document via email certifying your right to use the associated artwork, visual design, or written concept for commercial use.