

# ARTWORK COMMISSION CONTRACT

## for the work of Dezy Delaceur

Hello, potential Client! Thank you for considering me for your next visual art project! A little tidbit about myself to begin with: I am typically very casual in business transactions. I much prefer to talk with my Clients like people rather than using overly complicated business jargon. Still, it is necessary for me to protect myself legally as a professional artist, and this Contract is what enables me to do so. For your convenience, most of it is written in plain English, with what little legalese I have present highlighted in purple below.

Whether you're here about custom commissions, here about premade commissions you've obtained through my shop, or simply adding my information to a pool of potential future partners, all of the information in this Contract applies across the board. As such, I encourage you to read through this Contract thoroughly.

**AGREEMENT AND ACCEPTANCE TERMS:** This contract ("Contract") is entered into and agreed upon by Dezy Delaceur, LLC ("Dezy Delaceur", "Dezydration", 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 receipt of payment for any visual artwork good or service provided by Dezy Delaceur. By making a payment of any amount through any payment processor to Dezy Delaceur, LLC, the Client consents to the agreement of all terms and conditions outlined within this Contract. In the case of custom commissions, this Contract becomes effective immediately upon receipt of the initial down payment from the Client for the requested service. In the case of the purchase of goods or services through the Dezydration shop, this Contract becomes effective immediately upon completion of the checkout process and receipt of associated payment of said goods or services. Payment receipts will be retained as part of Dezy Delaceur, LLC's business records and will serve as adequate proof of the Client's consent to the agreement of all terms and conditions outlined within this Contract. All terms and conditions within this Contract are subject to exclusive interpretation by Dezy Delaceur, LLC and Dezy Delaceur, LLC lawyers.

What that legalese out of the way, I have written the rest of this Contract to be as straightforward and easy-to-understand as possible. Should further clarification be needed regarding any of the terms and conditions outlined in this Contract, please do not hesitate to contact me at [dezydration@outlook.com](mailto:dezydration@outlook.com). My office hours are **Monday - Thursday, 10 AM - 6 PM CST**, excluding US federal holidays and Wiccan sabbats. I try to respond to all communications within 24 office hours of receiving them, though responses may be slightly delaying during busier periods. Currently, this email is the best way to contact me, **not** social media.

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## Current Artwork Pricing Guide

### Signature Style Pricing

**Signature Style:** This is the art style featured in the majority of my work. This is my preferred style to work in and is best chosen for work featuring characters, whether 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 (+Flat Color)                      | \$30 (+\$2) | \$40 (+\$5)   | \$50 (+\$8) |
| Line Art (+Flat Color)                    | \$40 (+\$2) | \$50 (+\$5)   | \$60 (+\$8) |
| Full Color                                | \$60        | \$70          | \$80        |
| Signature Style Price Guide – Backgrounds |             |               |             |
|   | Simple      | Complex       |             |
| Sketch (+Flat Color)                      | \$30 (+\$5) | \$50+ (+\$10) |             |
| Line Art (+Flat Color)                    | \$40 (+\$5) | \$60+ (+\$10) |             |
| Full Color                                | \$60        | \$80+         |             |
| Signature Style Price Guide – Props       |             |               |             |
|   | Simple      | Complex       |             |
| Sketch (+Flat Color)                      | \$20 (+\$5) | \$30+ (+\$8)  |             |
| Line Art (+Flat Color)                    | \$30 (+\$5) | \$40+ (+\$8)  |             |
| Full Color                                | \$40        | \$50+         |             |

**Sketches** are done using a pencil-textured digital brush to mimic a traditional artwork style. The sketch strokes may be done in black or any single color of choice. **Line Art** is crisp, clean weight-varied line work. The line art strokes may be done in black or any single color of choice. **Full Color** typically refers to a piece which is fully colored, fully shaded, and lined in weight-varied black. **Flat Color** may be added to Sketch or Line Art pieces for a small additional charge. This refers to pieces which are colored simply and without shading.

**Characters:** **Headshots** include the neck and head of a character. **Torso & Up** includes everything from the hips and up. **Full Body** refers to the inclusion of anything below the hip line. Any work with a framing around of these parameters would be priced similarly.

**Backgrounds:** The complexity of backgrounds are determined on a case-by-case basis. In the case of transparent, single colors, or simple patterns (such as gradients, stripes, dots, etc.), I am happy to add such backgrounds to character and prop work free of any additional charges. As backgrounds become more detailed and complex, an additional fee will be applied according to the pricing guide above. Background art commissions are also available as standalone pieces.

**Props:** The complexity of props are determined on a case-by-case basis. In the case of props with little to no detail, I am happy to add such props to character work free of any additional charges. As props become more detailed and complex, an additional fee will be applied according to the pricing guide above. Prop art commissions are also available as standalone pieces.

For commissions which include multiple characters, backgrounds, or props, the final price of the commission will be multiplied by quantity. This pricing practice also applies to work done in my Chibi Style (priced on Page 3). This includes drawings of the same character, background, or prop at varying angles - such as in reference sheet work. The pricing listed above is exclusively for digital art pieces, and customers must be able to share all necessary reference imagery and/or detailed reference descriptions provided via email. If you are looking for traditional artwork or ground-up design services, relevant information may be found on Page 3 and Page 4 of this Contract, respectively.

**Chibi Style:** This is a miniaturized variant on my Signature Style. This is best for work featuring cute or less-complex characters or for getting a general visual feel for a character without committing to the pricing and timeline for my regular Signature Style pieces. As with my signature style work, please come with your ideas fleshed out and with any necessary reference material.

| Chibi Style Price Guide - Characters |             |             |              |
|--------------------------------------|-------------|-------------|--------------|
|                                      | Headshot    | Torso & Up  | Full Body    |
| Sketch (+Flat Color)                 | \$20 (+\$1) | \$30 (+\$3) | \$40+ (+\$5) |
| Line Art (+Flat Color)               | \$30 (+\$1) | \$40 (+\$3) | \$50+ (+\$5) |
| Full Color                           | \$40        | \$50        | \$60+        |

Explanations for the above terms (Sketch, Line Art, Flat Color, Full Color, Headshot, Torso & Up, Full Body) are provided above on Page 2 beneath the table for my Signature Style pricing. For information and pricing on backgrounds and props, which may be added to Chibi Style work, see Page 2.

**Traditional Work:** Upon request, my work can be done traditionally in marker and colored pencil (8" x 10" on Bristol paper) or acrylic gouache and colored pencil (8" x 10" on watercolor paper). Finished pieces will be documented and sent as a PNG via email then mailed to your address as original traditional pieces.

| Traditional Work Price Guide |                         |                                  |
|------------------------------|-------------------------|----------------------------------|
|                              | Marker & Colored Pencil | Acrylic Gouache & Colored Pencil |
| 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          |

Pricing for traditional work is based on pricing as outlined in Page 2 and Page 3 of this contract with a percentage of the initial quote added to final pricing to account for physical supply expenses. Once your address is provided, the cost of shipping will also be factored in.

## Special Offers

Aside from custom artwork commissions, I offer a variety of unique artwork-related goods and services on my [online art shop](https://dezydelaceur.com) at [Dezydration.com](https://dezydelaceur.com). At this time, special in-shop offers are as follows:

**YCH Commissions:** My YCH (abbreviated from "Your Character Here") commissions are commissions with premade parameters with limited customization – often, the option to insert a character or person or choice into a premade composition – at a generously discounted price. These customizable pieces are available only for a limited time and at a limited quantity. You need not fill out a custom commission application for these pieces, as the service is entirely flat rate. The only thing I require from you to complete a YCH commission is any necessary reference imagery and/or detailed reference descriptions provided via email. Traditional art options, character design services, and commercial licensing are not available for YCH commissions.

**Adoptables:** My Adoptables are fully developed original characters I have created, complete with a rendering, a design reference sheet, and a text-based reference sheet regarding the character's background and personality. These listings are offered at a flat-rate generously discounted price as compared to the total price you would pay for the same artwork and writing commission services. Adoptables have their own set of terms and conditions which are agreed to upon purchase and are outlined in the document titled *Adoptable Permissions* included with every Adoptable purchase. Adoptables are sold on a *first-come, first-served* basis.

**Artwork & Aesthetic Bundles:** Clip art, emotes, icons, social media branding, and digital brush sets are just some of the premade bundles available in my shop. These listings are offered at a flat-rate generously

discounted price as compared to the total price you would pay for the same artwork commission services. Artwork & Aesthetic Bundles have their own set of terms and conditions which are agreed to upon purchase and are outlined in the document titled *Artwork Bundle Permissions* included with every bundle purchase. Unlike my YCH Commissions and Adoptables, these bundles are available at unlimited quantities during the window of time they are available in my shop.

## Additional Services

**Character Design (\$150 Per Character):** My Character Design services are available upon request as a standalone service or prior to work for a character illustration that lacks adequate reference material. This service includes a flat-colored full-body sketch of the front and back of your character for your own reference. Please note that this pricing is for my visual Character Design services only and does not include any text-based background information. Character Design services for background development is, however, available through my writing commissions services. Please see the document titled *Writing Commission Contract* available on my [Services](#) page for more information. Concept work such as this has its own set of terms and conditions - outlined in the document titled *Concept Commission Information*, available on my [Services](#) page - which are agreed to upon payment as outlined on Page 1 of this Contract.

**Commercial Licensing (\$500+ Per Piece):** If you intend to use my design in the context of commercial impact, merchandising, or any sort of for-profit purpose which has the potential to bring you financial gain from the use of my work, you must purchase a *Commercial License*. Pricing starts at \$500 and depends entirely on the scope of the project and may either use a flat rate model (such as with logo design) or a royalty model (such as with merchandise design). Please see the document titled *Commercial Licensing Information* available on my [Services](#) page for more information and a thorough breakdown of pricing practices.

## Artwork Request Guidelines

### Blacklisted Content

The following is a list of content I will not accept commission work for:

1. Fetish or Pornographic Content - Mildly suggestive content and non-sexual nudity is fine.
2. Political or Hateful Content - Mostly applies to real life circumstances. Up to my discretion.
3. Mech/Mecha - I do not feel that large-scale mecha are my strong suit.

I retain the right to reject any project for any reason, which need not be disclosed upon rejection.

### Client Etiquette

Furthermore, I will not work with any Clients who:

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

No exceptions. Persistence will result in zero-contact blacklisting.

## Project Summary & Details

### Custom Commission Projects

The custom commissions process begins with your [Application](#), which is also linked on my [Services](#) page and at the bottom of this document for your convenience. Once received, your Application will be reviewed, and you will be contacted via the email you will have provided. At this point, I will request any additional information I may need, request any reference materials I may need, and offer a quote based on the information you have given me. Once we have agreed on project scope and pricing, an invoice for the full price of your project, including a non-refundable deposit of 50% of the total price, will be sent by email. Once this initial deposit has been received, I will begin work on your project(s) during my next available office hours. At this point, you may pay the remainder of your total at any point you are able, but please note that you will not receive your completed project until the agreed upon pricing total is paid in full.

My process starts with a sketch. When this sketch is complete, it will be emailed to you as a PNG for your approval. If a Sketch is all you have commissioned me for, I will require you to have paid in full before it is emailed, as the Sketch, in this case, is considered the completed project. If you have commissioned me for Line Art or Full Color work, I will require your approval of the initial sketch before I move onto the rendering stage of the project. This step helps to keep us on the same page and to minimize the possibility of revision work. With your approval of the sketch, I will continue working on the final rendering of the piece. Once the final rendering is complete and full payment of the total price for the project has been received, your completed project will be sent via email as a PNG. For information on Revisions, see Page 6 of this Contract.

If you have purchased traditional work from me, your physical piece will be sent off to the address you will have provided the day you receive the email including the PNG photograph or scan or the completed project. This email will also include tracking information for your convenience. Please note that our working relationship on a traditional project concludes the moment the work has been handed off to the postal service. I cannot be responsible for any mishandling or misplacing of a physical work by said postal service.

If at any point in the process I feel that you are taking advantage of the sketch step in my process, of my revisions guidelines, or of any portion of our working relationship - entirely up to my discretion - I retain the right to terminate our working relationship. This will result in a no-contact blacklisting. Please note that the 50% deposit you pay at the beginning of this project process is non-refundable. Any additional payments you make toward the total price also become non-refundable once the project has been completed sent to you via email. I keep careful record and documentation of this entire process on file for security.

### YCH (Your Character Here) Commissions

If you have purchased a YCH (Your Character Here) Commission through my shop, you will have received this Contract - the same one available for download on my [Services](#) page - as a PDF download. You do not need to fill out a custom commission application if you have purchased a YCH Commission, as any information I've requested upon your initial purchase serves as your application in this case. All I require from you, at this point, is any reference material which was requested in the description of the listing in my shop. If I do not receive an email from you with the necessary references within 24 hours, I will contact you during my next available office hours via the email provided with your order. You will have 5 business days once this email has been sent to respond or your order will be cancelled and refunded.

Once the necessary reference material has been received, I will begin work on your project(s) during my next available office hours. As YCH Commissions are premade, reduced rate projects, this process is truncated as compared to fully custom commission services. In the case of YCH Commissions, no intermediary sketch will be provided and only very minor revisions - up to my discretion - may be made upon completion of the

project. With YCH Commissions, you will only be receiving the final rendering via email as a PNG upon its completion. All YCH Commissions are non-refundable once the completed project has been sent.

## Adoptables & Artwork Bundles

If you have purchased a completed piece from my shop (Adoptables, Artwork Bundles, Aesthetic Bundles etc.), you will have received this Contract – the same one available for download on my [Services](#) page – as a PDF download as well as any additional documentation regarding usage rights for the particular piece(s) which you have purchased. You will also have received access to downloads for all material outlined as being included with your purchase in the description of the listing in my shop. Unless there is an issue with your download or you have questions regarding your purchase, no further contact regarding the exchange is necessary. There will be no refunds on digital purchases of finished products like these under any circumstances, as you are guaranteed access to them at the moment of purchase.

## Project Revision Guidelines

Project revisions – subject to my discretion – are available upon request when receiving a Custom Commission service or a YCH (Your Character Here) Commission service from me. In the case of the former, the revision requests must be made during the sketch stage of your project and must be within reason (as determined by my discretion) if you would like to mitigate the possibility of additional fees. Please note, as well, that, in the case of traditional commissions, no revisions may be made beyond the sketch stage of the project due the inherent limitations of working with more permanent physical mediums.

**Custom Commission Revisions:** Upon receiving your sketch for a custom commission, you may request slight changes to poses, minor details, and colors. Up to a point, this service is complimentary, as it is of utmost importance to me that you are happy with your finished piece. As revisions increase in scope, however, I must respect the value of my time and workload, as well. In the event that I must rework an entire sketch from the ground up, for example, I must charge my the usual rate for an additional sketch. As I mentioned, the scope of revisions for custom commissions and the additional fees that may be necessary are up to my discretion and will be discussed with you prior to the continuation of the project in question.

**YCH Commission Revisions:** Upon receiving your completed YCH commission, you may request slight changes to the portions of the piece which are customizable as outlined within the description of the commission's listing in the shop. As these are premade words, the scope of revisions for YCH commissions is up to my discretion, but it is of utmost importance to me that you are happy with your finished piece.

## Project Copyright & Permissions

### Artist Copyright & Permissions

Under United States copyright law, copyright protections begin the moment a work is fixed in a tangible media of expression. This means that when a piece of visual artwork is created visually – either by digital or physical medium – the artist who created the artwork has exclusive copyright for said piece. In possessing that exclusive copyright, the artist retains the sole and exclusive right to display, distribute, reproduce, and create derivative works based on that piece however they see fit.

I, as the Artist, will always retain these rights to the work I create unless otherwise discussed and put into a signed contract stating the contrary. Much – if not all – of the artwork that I create will be displayed on my website galleries and social media platforms at the moment I decide to display them and for as long as I decide to display them. Though, please note, that I will never use your personal IP – including logo work, branding



work, or Character Design work for your own projects – for personal profit. I am also happy to hold off on displaying any work I do for you in my galleries for a reasonable and specific amount of time should a project you are working on which is relevant to the work I do for you be under wraps for a period.

**NDAs & Exclusive Rights:** For more involved projects which require the signing of non-disclosure agreements or exclusive rights transference agreements, potential terms and agreements will need to be discussed on a case-by-case basis to ensure thorough understanding between all involved parties. Please note that I am not willing to sign any NDAs that will not allow me to retain the rights to display my work in my galleries upon public release of your project. Likewise, I am not willing to sign any exclusive rights agreements that will not allow me to retain the rights to display my work in my galleries though other exclusive rights may be transferred. In plain terms: I intend to always be able to display my work for public viewing.

### Client Usage Permissions

I grant all Clients permission to display any artwork of mine received through Custom Commissions, YCH Commissions, Character Design work, or Artwork/Aesthetic Bundles for personal use (i.e. social media avatars, non-profit social media posts, personal home décor, etc.) – that is, in any way that **does not have the potential to benefit you financially**. When sharing my work, please note that you **are not permitted** to alter my work in any way, including the removal of any signatures I may place on my work. Finally, when sharing my work publicly, it is greatly appreciated but not required that you credit me with my name (Dezy Delaceur or Dezydration) and a link to my website (Dezydration.com).

If you wish to use any artwork of mine for commercial use (i.e., merchandise design, advertising, logo design) – that is, in any way that **does have the potential to benefit you financially** – you **must** purchase a Commercial License, to be agreed to and signed by all involved parties, before my work may be used in such ways. This **includes characters produced by my Character Design services**. In all cases, you **are not permitted** to alter any of the artwork I provide you in any way, including the removal of any signatures I may place on my work. Any additional information on the terms and conditions regarding specific licensing agreements will be discussed and outlined within the finalized Commercial License, to be agreed to and signed by all involved parties. Should you have any questions about these permissions, feel free to contact me.

### Additional Licensing Rights

**Commercial Licensing:** Commercial Licensing is available for Custom Commissions, for Character Design work, and for some (but not all) Adoptables upon request. Commercial Licensing is not available for YCH Commissions, Artwork/Aesthetic Bundles, or any premade content wherein it is not disclosed as being available within the descriptions of the listings of such premade content in my shop. With the purchase of a Commercial License – which will be paid in full upfront (except in the case of royalties compensation models) before the signed Commercial License will be provided for and returned with your own signature for both of our records – you will receive a written document titled *Commercial License* (along with identifying information regarding the project) which includes the additional terms and conditions which fall under our commercial licensing agreement. Please note that all terms and conditions outlined within this Contract still apply. For more information on Commercial Licensing, please see the document titled *Commercial Licensing Information* available on my [Services](#) page.

**Character Design Licensing:** The characters designs with my Character Design services **do not include** Commercial Licensing. As outlined in the above section titled ‘Client Usage Permissions’, the characters I design for you through my Character Design services are for personal (non-profit) use only unless a Commercial License is purchased. Please also note that separate Commercial Licenses are required for both the character which was developed as well as for each and any artwork which intended to be used for commercial (for-profit) use. In all cases, please note that all terms and conditions outlined within this Contract

still apply. For more information on Character Design services, please see the document titled *Concept Commission Information*, available on my [Services](#) page.

**Adoptable Licensing:** Only some of the Adoptables I offer including the option for Commercial Licensing. To learn if an Adoptable has this option available, please refer to the description of the Adoptable listing in my shop. In all cases, please note that all terms and conditions outlined within this Contract still apply. Any changes made to an Adoptable's appearance may only be made via the creation of a derivative work and not as an alteration to my original artwork. Additionally, you may never resell my Adoptable artwork or character designs to others. More information on the terms and conditions for personal use of Adoptables is available in the document titled *Adoptable Permissions* included with every Adoptable purchase.

## Project Timeframe & Deadlines

### Custom Commission Turnaround

Custom Commission turnaround varies widely and is proportionate to the complexity of a particular project and the number of projects I have on my to-do list prior to yours. Simpler projects at the start of my queue, for example, may take around a week, while more complicated projects or projects at the end of my queue may take much longer. I am happy to provide an estimate to you upon request, but please note that estimates are not a guaranteed timeline. Please discuss any potential deadlines with me in advance within your application so that I may be aware of them upon responding to you regarding your application. Rest assured that, in all cases, I will keep in touch during the duration your project is in my queue.

To ensure that I am able to give all projects the time, effort, and concentration which they deserve, note that I implement a slot and queue system for my projects. I will be working on up to three projects at any given time, the status of which will always be up to date and available for your viewing on my [Services](#) page. Any commissions which I receive beyond these three Focus Slots will be added to my Overflow Queue, also kept up to date and available for your viewing on my [Services](#) page. Projects in my Overflow Queue cannot begin until projects in my Focus Slots are complete, at which points, the first project on my Overflow Queue will be bumped up into my Focus Slots. My entire queue of projects operates on a first-come first-served basis, and, to remain fair to all clients, I do not offer any expediting services at this time. Please keep my current queue in mind when requesting my commission services.

### YCH (Your Character Here) Commission Turnaround

YCH (Your Character Here) Commission turnaround can also vary by complexity, but in general, as a premade piece, it will typically take a shorter amount of time to complete than a Custom Commission would. This also uses my slot and queue system as outlined in the section above titled 'Custom Commission Turnaround'. The only difference is that YCH Commissions have their own special Focus Slot. To prevent a backup, I will likely not be offering any YCH Commissions in my shop during busier periods.

## Project Payment Procedure

### Custom Commissions

For Custom Commissions, once a quote has been agreed upon, an invoice will be sent via email for the full price of the project. Before I am able to begin work on your project, you **must** pay a non-refundable deposit of 50% of the total price which goes toward the total payment. Once your deposit is paid, you may pay the remainder of your total payment due at any time, but note that you will not receive your completed project



until you have paid the amount due in full. In the case of Sketch commissions, this means you will not receive your sketch until you have paid the amount due in full.

## Premade In-Shop Commissions & Works

In the case of commissions and works purchased through my shop, payment is made in full through the checkout process. The invoice received will already have been paid by you with checkout completion.

## Project Cancellation Terms

Cancellations are only available for Custom Commission services and only during two particular windows of time in the process. You may cancel your Custom Commission by request any time prior to your non-refundable deposit – at which point, the working relationship for this project will be considered terminated. No payments need be made in this case. The second and final window during which you may cancel your Custom Commission by after your non-refundable deposit is received but before I have sent you the sketch for approval. If you have made any additional payments within this window of time upon cancellation, I am able to refund everything except the non-refundable so long as the cancellation has been received before the sketch has been sent. Once your cancellation is approved and refunded, the working relationship for this project be considered terminated. Cancellations **will not be accepted once a sketch is sent via email**. At the moment the sketch has been sent to you, you agree to paying the remainder of the total price invoiced to you in full, and I agree to completing the initial project you've been priced for.

## Addendum on AI/LLMs

I do not consent, under any circumstances, to the use of my artwork for the purpose of training or creating derivative works via artificial intelligence, language learning models, or similar technologies. No exceptions.

## Application & Important Links

Ready to work with me? Apply for my custom artwork services here:

<https://forms.office.com/r/faxc7tSdXG>

My Creative Project Website: <https://dezydration.com/>

Freelance Info & Documents: <https://dezydration.com/services/>

Online 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 [dezydration@outlook.com](mailto:dezydration@outlook.com).

Please do not use this email for personal conversation and correspondence.