

Client Name: _____

Order Number: _____

TERMS OF SERVICE (TOS)

By commissioning me, FreakiJiki/Kaitlyn Barker, you are agreeing to the terms of service outlined below and are confirming that you are over the age of 18 to enter this agreement.

I. General Terms

- Please provide descriptors in a **clear, concise** manner and provide necessary references if applicable.
 - If you are completing this order form in person, my helper or I will take down these specifics. These notes will be read back to you upon completion for your approval.
- If you do not have previous artwork of your character to show, references of similar designs or ideas are welcome to help give me an idea of the character. **There are up-charges if I have to design the character from scratch.**
- Anthro, mech/steampunk, armored bodysuits, and NSFW artworks are high technical skill works and **will be up-charged.** (Prices are listed on the menu.)
- Any statement can be bound to change if previously discussed and agreed upon with me prior to commission.
- You **must** be over the age of 18. Your government-issued ID will be checked prior to payment.

II. Payment

- All commissions must be paid as follows.
 - 1st half is due when the order is placed
 - 2nd half is due on approval of the final lineart
- Payments are currently accepted through Square, Venmo, and PayPal.

III. Process

- When lineart is completed, you will receive a work in progress (WIP) to approve the lineart before coloring. If applicable, you will receive a second WIP to approve the flat colors before shading.
 - Additional WIP updates will be given upon request for a maximum of 2 inquiries unless the price exceeds \$100. Pieces over \$100 will be given a max of 4 inquiries. **This is to view only. This does not pertain to changes.**
- The time for your commission to be completed can be upwards of 1 to 2 months depending on, but not limited to, the following factors.
 - The order of the commission queue
 - The complexity of the piece
 - My personal work schedule, convention schedule, or travel/vacation plans
 - My personal health and life events
- If any of the life-altering things stated above happen to occur, clients will be notified immediately.
- At order placement, you will be notified of your position in the queue and given an estimate of completion.
- In the future, I hope to establish a live calendar on my website for easy access for clients to see queue positions and timelines for commissions. At this time, this has not yet been established so please keep an eye out on my website for an update.

IV. Customer Satisfaction

- I will do everything within reason to ensure that you are happy with your piece. As previously stated, WIPs will be sent for you to view at 2 stages: lineart completion and flat color completion.
- Clients are allowed **minor changes** such as:
 - Small line mistakes.
 - Small coloring mistakes.
 - Removal or addition of simple accessories.
 - Incorrect designs for clothing items/tattoo designs/etc. that do not match the provided reference (within reason).
- Clients may request **major changes** at an additional fee, which includes:
 - Complete pose change.
 - Complete outfit change.
 - Addition of intricate patterns.
 - Complete background changes.
 - Anything that involves a major redraw of the piece.
- If your reference was unclear or a reference was not provided, and I have stated that this is unclear, I reserve the right to take creative freedoms. **These changes will be treated as major with additional fees attached.**

V. Usage Policy

- I hold all rights to the produced drawing, and I am allowed to use the artwork to:
 - Promote myself/display/include in portfolio/post the produced drawing in any place, convention, craft fair or site, with proper credit given to you, the character owner.
- You, the client, are allowed to:
 - Use the artwork for personal use **only** (unless agreed to otherwise on this form), claim the right of your character(s) but not of the art itself, use the art to promote yourself (or your brand) with proper credit given to me.
 - Appropriate credits are to be in the form of a direct link to my website (**FreakiJiki.com**), or a tag (@) or mention on the site being posted.
Example: If you are posting on Instagram, Facebook, or Twitter, the handle **@FreakiJiki** is to be mentioned.
- Purchase of commercial rights to the artwork are not currently available at this time, unless otherwise discussed.
- If you break the usage agreement in any way, all rights to the product(s) I have designed for you will be retracted.

VI. Copyright Infringement Policy

- The following are considered copyright infringement and infringement of the usage policy. **A cease and desist will be issued to individuals who infringe on this policy.**
 - Reproduction of products or using the produced images commercially. This includes, but is not limited to: Selling my design as stickers, prints, or any merchandise for monetary profit.
 - Taking credit for creation of the artwork, altering the artwork, or not giving proper credits. This includes, but is not limited to: Removing watermarks, removing signatures, altering the design in any way without consent after the transaction is completed, and not crediting me.

VII. Cancellation/Refund Policy

- I reserve the right to cancel, reject, or refund your commission at **any** time.
 - Any ill behavior, including harassment or threats of any kind, will **not** be tolerated, and your commission will be canceled without refund of amounts already paid.
 - Any violations of the General Terms, Payment Terms, Usage Policy, or Cancellation/Refund Policy will cause your commission to be automatically canceled without refund of the amounts already paid.
- As the client, you have the right to cancel your piece under the following circumstances. However, partial refunds will only be processed if work has **not** been started on your piece.
 - In the event there are outstanding circumstances or emergencies, the artwork will be stopped when the refund is requested. The initial deposit (1st half at order placement) will be considered payment in full, and you will receive the unfinished piece.
 - A partial refund will be issued minus a cancellation fee to artworks not started to compensate for a lost slot in my queue.
- If money is not sent in a timely fashion, I reserve rights to end the commission and send the artwork as is for the worth of the amount paid.
- If you file a chargeback or report to your banking institution/card company against me, all rights to your design and every design I have made for you previously will be retracted.
 - Your name will be added to a do not service list and will be reported to the art communities on all platforms as a warning for other artists for violating contracted agreements.
 - Additionally, a copy of this signed agreement and copies of our email chains will be provided to your banking institution to verify the legitimacy of the transaction.
- I have every right to file a suit/complaint against you or to report you to sites and the proper authorities. I have all rights to the monies agreed upon at commission acceptance and the level of completion as outlined in this TOS.

VIII. Special Notes and Additional Agreements

- Any alterations to the TOS that are mutually agreed upon are to be placed on the following page to amend this agreement. The page can be utilized for character customization if needed.
- If there are physical references, they are to be attached to this document.

Additional Notes - Contract Changes - Amendment Page

Lined area for additional notes or contract changes.

By signing below I agree to the terms and services:

Client Signature

FreakiJiki

Date

License or Government ID

This is the merchant copy. A client copy can be provided at client request, or available for download at FreakiJiki.com.

Any questions, comments, or concerns can be emailed to FreakiJiki@gmail.com

Twitter: @FreakiJiki ♦ Facebook: @FreakiJiki ♦ Instagram: @FreakiJiki

www.FreakiJiki.com

