Terms of Service

<u>Tumblr</u> | <u>AnimatorMarcus.com</u>

Email: MlawsonAnimation@gmail.com

Portfolio: AnimatorMarcus.com

For all intents and purposes, Marcus Lawson, AKA SalemKFox will be henceforth be referred to as "The Artist" and the commissioner as "The Client." These terms will apply towards all artwork discussed in our endeavor unless noted otherwise. It should also be known that these terms apply only to private commissions. For official commercial contracts, please contact The Artist to discuss terms.

1. General

- **A.** By commissioning The Artist, You, The Client accept these terms.
- **B.** The Artist has the right to refuse a commission without explanation
- **C.** The Artist also has the right to cancel a commission. For information about payment and refunds, refer to section 2

2. Payment

- **A.** All payments **must** be made through PayPal. The Client must notify The Artist of their PayPal address for the invoicing process can commence. Prices are listed in USD for your information.
- **B.** Payment must be received before The Artist will start working. Commissions under 50\$ must be paid up front. Commissions ranging from 50\$ and up at least half must be paid upfront, the rest can be paid upon completion.
- **C.** Should The Client desire to enact some sort of payment system for prices greater than 50\$, you must contact The Artist so it can be arranged.
- **D.** The Artist retains the rights to cancel a commission if he deems The Client rude and/or offensive, or due to personal endeavors. In the case of a canceled commission, payment will be refunded under these terms.
 - A 100% full refund if the work has not yet been started
 - Half the initial payment if the work has been started (at least up until a completed sketch)
 - None in any other case.

**The Artist may provide refunds based on different criteria on a case by case basis

3. Rights

- **A.** The Artist has the right to repost any commissioned artwork to 3rd party websites and personal galleries. (Such as DeviantArt, Tumblr, Portfolio websites, etc.)
- **B.** The Client can freely post the commissioned image anywhere they desire, if credit to The Artist is visibly given.
- **C.** Should the commissioned artwork be used for commercial use, a separate contract will take place. Please contact The Artist to discuss terms.
- **D.** The Client is permitted to use commissioned artwork for any non-profit and personal use, as long as credit is given where due.
- **E.** The Client may not sell any commissioned work, unless it is purchased from The Artist himself.

4. Deadlines

- **A.** The Artist has the right to prioritize commissions based on set deadlines. Please take this into consideration as The Client is not the only commissioner The Artist has taken
- **B.** The Artist may refuse a commission if he is aware that the commission cannot be completed on time.
- **C.** Should The Client desire a set deadline for completed works or even desire occasional progress checks, please contact The Artist to make arrangements.

5. Notes

- **A.** The Artist will fulfill any request as long as it is SFW. This means that The Artist will draw things such as
 - Kittens
 - Rainbows
 - Monsters eating Kittens
 - Kittens eating monsters
 - Your OC!
 - Your OC eating Rainbow monsters
- **B.** The Artist will not draw
 - Porn
 - Overly Fetishistic material
 - Excess gore
 - Anything The Artist deems NSFW
 - Anything The Artist isn't morally cool with
 - Monsters eating rainbows, that's just plain ridiculous
- **C.** If you aren't sure if a commission applies to this, don't be afraid to contact me and ask. The Artist will try to get back to you in a timely manner.

~Marcus Lawson

Last updated: 11/22/2017