



Terms and Conditions

for Art / Design Commissions

The following terms and conditions apply to the commission service provided by Ace of Lemons (Tess Peters) to you, the client.

Commission requests

- All commission requests are submitted by the provided Google form. Ensure you have looked at my prices and art style shown on Aceoflemons.com or provided before continuing.
- Commission requests I accept: Logos, printable designs, flyers, and greeting card designs. (Feel free to request other custom products, but it is not guaranteed to be accepted.)
- Commission requests I do not accept: gore, NSFW, human characters
- Once a request has been received, you will receive your acceptance or decline response within 2-3 days.
- Ace of Lemons retains the right to refuse any commission request without explanation.

Commission Process

- Once a commission request has been accepted, it is your, as the client's, responsibility to read these terms and conditions in full before continuing.
- Ace of Lemons will send the commission brief as understood back to the client to accept. Once you have accepted, please allow 14 days to work on your commissioned work. (You will likely be contacted before then, however, I am a student and may not have time to start immediately.)
- You will be contacted at each checkpoint listed: thumbnail ideas, rough sketch(es), final sketch, flat colors (if applicable), watermarked final, and all final files following full payment.

Use of Photos and Copyrighted Images

- If the commission is a replication of a photograph, the client will be required to provide suitable photographs for the commission work to be produced. The client must have permission to use such photographs & it is their responsibility to not breach any copyright laws.
- Ace of Lemons cannot reproduce a trademarked or copyrighted character without written permission from the Copyright owner due to United States law.

Deposit

- Ace of Lemons requires a minimum 50% deposit to confirm and secure their commission. This deposit is non-refundable unless the artist outlines they cannot fulfill the commission request for personal reasons, then a full refund will be sent. If the project must be terminated due to the inability to complete the work technically, a 60% refund of the deposit will be honored. (This fee is only if there is an added request after work has begun that I can not provide)
- The deposit must be paid before any work can be started and be paid via Cash App (\$aceoflemons), PayPal (@aceoflemons), or Ko-Fi (<https://ko-fi.com/aceoflemons>)

Termination

- Ace of Lemons retains the right to terminate the art commission at any stage of the process without explanation. A full refund will be granted if I terminate for any personal reasons.
- I, Ace of Lemons, reserve the right to stop working on or cancel the commission due to any terms being breached such as communication, inability to understand commission changes, or due to rude, difficult, or inappropriate behavior. In this case, there will be no refund granted.
- If you as the client would like to terminate the commission before it has been completed, Ace of Lemons retains the right to keep the 50% non-refundable deposit. This honors my time and resources used as the artist.

Usage rights

- The client can not claim the design as their own work (unless a price is agreed upon.)
 - E.g. using in an artist portfolio or entering any competitions online or offline
- Otherwise, the commission is yours to do as you please.

Communication

- I, the artist, will communicate with you, the client, throughout the process of creating the commission. It is your responsibility to respond with timely responses.
- I will not continue to work on commission without written approval from the client.
- Ace of Lemons will keep personal records of all Client correspondence and approval.
- If Ace of Lemons has not received any response from the client within 30 days, I retain the right to cancel the commission. This also includes the non-refundable deposit. Ace of Lemons will send weekly communications on the client's preferred method of contact to remind them of their need to respond promptly.
- If you, the client, wish to continue the commission at a later date you will be required to send a new commission request, sign a new commission agreement, and pay another non-refundable deposit.

Artwork progress

- Ace of Lemons will send the client progress of the commission along the way. It is your, as the client's, responsibility to accept each progress stage before I, the artist, can continue to work on the commission.
- At this stage, minor alterations can be requested. I will outline whether this is possible to complete.
- Ace of Lemons reserves the right to share "in progress" content to social media unless the client asks explicitly for this not to be done. For example, if the commission is confidential or a surprise gift.

Payment

Invoices will be issued by Ace of Lemons upon completion of the commission & before collection/delivery. Invoices are primarily sent via email unless requested otherwise.

Payment must be received within 7 days of the invoice.

Before the artwork is sent, the client must pay the remainder of the cost of the commission via Cash App (\$aceoflemons), PayPal (@aceoflemons), or Ko-Fi (<https://ko-fi.com/aceoflemons>) Payment plans are not accepted unless previously agreed upon.

Once payment is received in full, the artwork will be sent via email unless discussed otherwise.

It is your responsibility as the client to provide the correct email address to receive the artwork.

Copyright

(Artist) will not reproduce the artwork & its usage will not be allowed on any other website apart from (artist) website and social media pages, unless (client) gives written permission to do so.

(Artist) reserves the right to display the artwork on their website and social media pages. If a Client is unhappy about the artwork being displayed, they must declare this upon placing the commission.

Acceptance

It is **not** necessary for the Client to have signed any document for these terms and conditions to apply.

If the client has agreed to a commission from Ace of Lemons and the terms have been sent, then the client will be deemed to have read the terms and have accepted these terms and conditions in full.