

# Aetus Art Terms of Service

*Updated: November 4, 2023*

These are my basic terms of service for commissioned art and written Works. There may be additional conditions or modifications of these terms for individual commissions. If you have any questions, please contact me at [aetus@aetusart.com](mailto:aetus@aetusart.com).

## 1) Definitions

1. You/Patron/Commissioner: The one commissioning the art or story.
2. Artist/I/me: Scott Ford p/k/a Hal Aetus.

## 2) Initiating a commission

A patron may contact me at any time to discuss a proposed literary and/or artistic piece (the "Work"). However, to get serious and lock in a reservation, you must fill out the online commission request form at <https://aetusart.com/commission-request/>. Provide as much detail in your request as you can including details on characters and links to any reference sheets or other images you may have. I will respond to you and we will then negotiate a price and timetable for completion. There are a few minimum requirements for a commission:

1. You must be at least 18 years of age or older for ANY adult content. I will NOT even discuss adult content unless you are at least 18 years old. You must acknowledge this requirement when you fill out the commission request form.
2. I've got a pretty open mind with creative works but I reserve the right to refuse a commission for any reason, but particularly if it breaks any laws either in my jurisdiction or that of the person requesting the commission. I also will not produce erotic depictions involving minors or fictitious characters that appear to be underage.

## 3) Process for ART

1. After negotiation (step 2 above) an initial sketch will be produced for you to review. There is NO FINANCIAL COMMITMENT during this initial rough sketch phase. Usually only one sketch with minor adjustments is necessary. If after a few sketches it does not seem that I can satisfy your vision for the Work, either one of us may back out and there is no payment required (though a tip to cover some of my time is always appreciated).
2. After you have agreed to proceed with the Work, we will execute an Art Commission Agreement (a contract) to confirm the terms and conditions of our relationship. This will be shared with you electronically for review and signing. For minor works (e.g., commissions less than \$200), this requirement may be waived.

3. My commencement of the Work proceeds once all (100%) of the funds are received AND the Commission Agreement is signed (or waived), electronically or otherwise, unless special arrangements are made.
4. If the commissioner cancels prior to production of a draft sketch, any previously paid funds will be returned.
5. I will do everything I can to meet the commissioner's expectations. However, if it is decided to cancel the Work after the draft sketch and prior to the coloring or detail phase, the maximum refund will be any funds already paid minus a pro-ration of how complete the Work is (e.g., if Work is 40% done, you will receive 60% as a refund).
6. Full payment must be made before the final product is released.
7. Patrons may request minor changes or rendering into different media formats to the Work for no additional cost. Major edits may require additional funds. What constitutes a major edit shall be in my sole and absolute discretion.
8. Unless already negotiated as part of the commission, prints can be created at an extra charge. They can also be matted, framed, and shipped for extra fees. In addition, through third parties, I can make custom printing on clothing, mugs, phone and tablet cases, stickers, mouse or gaming pads, etc. Please inquire about this during the initial commission phase.

## 4) Process for WRITTEN WORKS

After negotiation (step 2 above), I will provide an initial summary or outline of what I will be writing. The commissioner will have at least one opportunity to review this summary and make comments or suggestions prior to completion.

1. After you have agreed to proceed with the Work, we will execute a Literary Commission Agreement to confirm the terms and conditions of our relationship.
2. My commencement of the Work proceeds once 50% of the agreed price is received.
3. If the commissioner cancels prior to production of the draft summary, any previously paid funds will be returned.
4. I will do everything I can to meet the commissioner's expectations. However, if it is decided to cancel the Work after the draft summary/outline, and prior to completion, the maximum refund will be any funds already paid minus a pro-ration of how complete the Work is (e.g., if Work is 40% done, you will receive 60% as a refund).
5. A draft will be provided and one or more minor revisions allowed for no additional cost. Major edits may require additional funds. What constitutes a major edit shall be in my sole and absolute discretion.
6. Full payment must be made before the final product is released.

## 5) Timetable & Communication

I am a near-full-time artist and writer but I work alone and I do have other part-time work that may interfere (I sometimes have to be gone from home to remote areas, out of contact, for a few weeks at a time). Some complex Works can take weeks to complete while others can be done in a matter

of hours. I will provide an estimate of completion date and keep you apprised of progress and provide Work In Progress (WIP) images/manuscripts unless you request not to receive these. Also, because of the concentration required to complete detailed Works, I prefer to work on these when I have larger blocks of time. For shorter periods of time, I will work on less demanding Works. The result is that you may see numerous smaller Works completed for other patrons before your large, detailed work is completed. Rest assured that I still prioritize works by when patrons entered their commission but I also must balance work load to provide high quality Works to everyone.

## 6) Payment Methods

Prices are negotiated prior to starting any Work. Payment is due in full prior to delivery of the final Work. I can take most credit/ATM cards or direct bank withdraws through Square or PayPal. We can also negotiate other methods (e.g., checks or money order). When using PayPal, please specify that it is a payment for services. Yes, there is a fee for the transaction but it provides both of us (especially you) with better assurances to negotiate if there are disputes later down the line.

## 7) Rights

I retain all copyrights in and to the Work. By default, I also retain the right to display the Work online, in print, or in art exhibitions or to produce similar Works with different characters or settings. I also retain the right to display the Work in my own promotional materials and products, including but not limited to portfolios, prints, and stickers. Despite the foregoing, I agree to not create any derivative works from any characters you provide to me or any other works featuring your characters, without your express consent. You may request, in writing (email is ok), anonymity of one or more characters if the Work is displayed. You may also request to not have the Work shown at all in any venue although there may be an extra cost for this (I can appreciate discretion with adult Works that feature clearly recognizable versions of your character). Please make certain that you discuss these details with me PRIOR to starting the Work or IMMEDIATELY when it becomes a concern after the Work is completed. You DO NOT retain the right to SELL copies of the artwork to any other person or entity without my express permission. If the Work is created for commercial gain, there will be a different price table. For private purposes, you may display or print the Work in any way you see fit so long as my signature is visible, I am given credit for the Work, and it is portrayed in a positive context. Adult works must not be shared with minors or displayed publicly in venues which do not take precautions to limit access to minors.

## 8) Completed Format

The completed Work will be digital unless otherwise requested (see below). File format for art Works will be png by default but other formats are available by request at no extra charge (except for psd format). For written Works, pdf, docx, doc, rtf, odt, and txt are the commonly provided formats– please specify your preference. For an additional fee to cover costs and shipping, I can print art Works in a variety of formats such as canvas or prints for framing, or any number of products (mugs, mouse pads, shirts, laminated badges). The commissioner need only ask about

this and I will research it and work out the details. This can be done any time after completion of the Work.