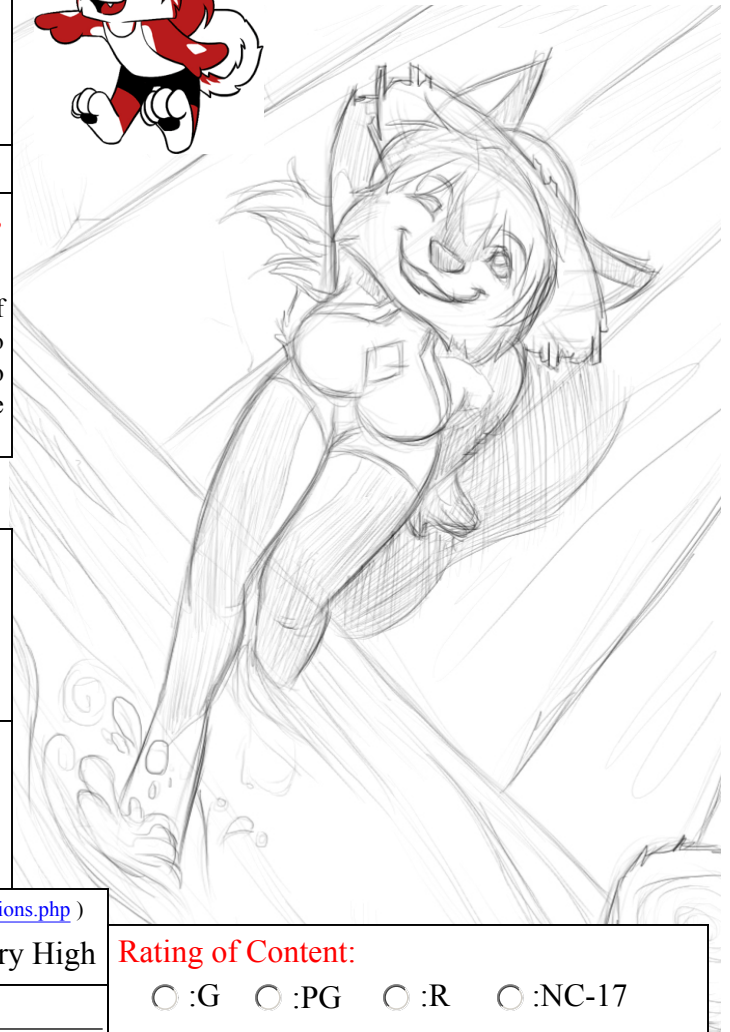


Make sure to fill out the options as best you can!  
Remember, the **RED** options are Required



### Requestor Information

Full Name: \_\_\_\_\_

Email: \_\_\_\_\_

Fur Affinity User ID: \_\_\_\_\_

Other Art Site: \_\_\_\_\_

Street Address: \_\_\_\_\_

(Required for printed media)

Are you over 18 years of age?:  : YES  : NO

Please check here to verify that you have read, understood and agree to the current Terms of Service.

(provided on the 2<sup>nd</sup> page of this form)

I have read, understood, and hereby agree to the Terms of Service stated on the second page of this form. By agreeing to these Terms of Service I hereby verify that I am of legal age to consent, or have had my legal parent or guardian review and agree to the Terms of Service in my stead.

### Piece Information

Content: (Examples: [shimaworks.yolasite.com/commissions.php](http://shimaworks.yolasite.com/commissions.php) )

- Single Bust       Single Full  
 Multi Bust       Multi Full  
 Full Sequence       Character Sheet  
 Series

Finish Level: (Examples: [shimaworks.yolasite.com/commissions.php](http://shimaworks.yolasite.com/commissions.php) )

- Sketch       Lines (inked)  
 Flat Colors       Shaded Lines  
 Shaded Colors       Digital Painting

Complexity and Detail: (Examples: [shimaworks.yolasite.com/commissions.php](http://shimaworks.yolasite.com/commissions.php) )

- Simple,     Moderate,     High,     Very High

Rating of Content:

- :G     :PG     :R     :NC-17

Title: \_\_\_\_\_

Description: \_\_\_\_\_

### Piece Options (Examples & Spec's: [shimaworks.yolasite.com/commissions.php](http://shimaworks.yolasite.com/commissions.php))

Background:  , Complexity?:  Same,  Simple,  Moderate,  High,  Very High

Inanimate Objects (Large or High Detail separate from Characters): # \_\_\_\_\_

High Priority     Original Files     Full Rights

Custom Resolution: \_\_\_\_\_ x \_\_\_\_\_

Additional Sequence Frames: # \_\_\_\_\_

DPI (for print): \_\_\_\_\_

Additional Series Pages: # \_\_\_\_\_ (Series Only)

File mode:  B/W,     RGB, or     CMYK

Character Sheet Only

5 Extra Expressions

ISO/Pose View

Body Details: # \_\_\_\_\_

Descript.

Official Use Only

Rec.:

Cont.:

Inv.:

Paid.:

SkAp.:

Fin.:

Disc.:

Page 1 of 3

## Terms of Service:

### Contracts:

This Request is not a contractual agreement, but a request for one. In this request, the requestor specifies the art piece they would like done, and at some point in the future, at the artist's discretion, the artist will present an offer in a form of an invoice for services and products to be rendered.

All agreements shall be voidable by the artist if the requestor, or their legal guardian if they are a minor, has not read, understood, and agreed to these terms of service. By agreeing on this request, they are certifying and promising that they, or their legal guardian, have done these with all due diligence.

This promise shall be valid for up to six months for the invoice and contract to take effect.

This request can be held valid for up to six months. The artist may, at their discretion offer a contract for services and products to be rendered in the form of an invoice to be paid. Acceptance of this contract will be in the form of monetary considerations given. This offer will only be valid for 3 business days (consisting of 3 normal business days, based on Eastern Standard Time operating hours) at which point it will be null and void if not paid within that time.

Work on the requested piece will not start until full payment is received unless the requestor has specified, promised to pay, and has been awarded the slot for "High Priority" during that work time-period by the artist.

The following shall constitute the agreement entered upon when full payment is received the banking account of the artist.

This is an agreement between Shannon Kunkel, known as "Shima Luan", her assigns and heirs, hereby referred to as the Artist, and the Requestor of the art piece (who's name is specified at the beginning of this document). In the event that the requestor is a minor, their legal guardian shall take full responsibilities of the Requestor's duties in this agreement. In the event where the legal guardian is not able to take responsibility, or any part of the information has been forged, the artist reserves the right to void the contract completely at any time and will refund considerations pursuant to the refunds clauses below.

The process that will be followed during the 'work' being done shall be as follows:

- The artist will receive and review this request
- The artist will contact the requestor with further questions regarding the work to be done and hold the request until contacted back.
- When the artist deems they have the time for this request, the artist will then proceed to calculate the considerations needed for the piece and will submit an invoice to be paid by the Requestor. Upon full payment of this invoice to the bank account of the artist, the following will proceed.
- In the case where the "High Priority" option was selected and awarded by the artist, the artist shall begin work before payment has been processed and received in full. The artist will not contact the requestor again for approval until after payment has been processed in full.
- After all payments have been received; the artist will formulate a basic sketch of the work and will contact the requestor for approval or alterations. The artist will hold work on the piece until contacted back and things are resolved enough to move forward on the piece. If the requestor does not approve of the sketch and asks for a 'redo' or 'redraw' from scratch, they may only do this three times before they must pick a rendition to continue work with.
- The artist will repeat the above step for each 'finish level' if explicitly asked for by the requestor, otherwise the artist will finish the piece to the requested 'finish level' and submit it for the requestor's approval.
- If the requestor does not approve of the piece and requests major changes, a 'redo', or a 'redraw' from scratch, they may only do this twice before they must pick a rendition for finalizing and small changes.

Options and Conditions to the above process:

- The artist shall have a minimum of two business days to provide the finished work to the requestor, not including any time used waiting on the feedback of the requestor or during a hold asked for by the requestor. Further time taken is at the discretion of the artist.
- A major change will be classified as either the alteration of one character in entirety (pose, form, style, etc?) or approximately 30% or more of the gross image.
- The artist shall have a maximum of six months to provide the finished work to the requestor. If the work has not been finished within this time period, the artist may stop the work without the approval of the requestor, and provide what has been accomplished to the requestor and the contract shall be discharged in satisfaction.
- All forms of communication relevant to this contract and the work being done shall be in email form, unless specified differently by the artist. The requestor may request a different form or media of communication, but the decision to use that form or media is at the discretion of the artist, and may be changed at any time by the artist.
- when at a stage requiring approval, the artist may demand that the requestor have all changes, alterations, and issues resolved within a given reasonable time period that is no more than 48 hours. After this time limit, the artist may proceed with the work without the express approval of the requestor.

- The requestor may ask the artist to hold the work for a period of up to 24 hours. Any requested hold period past 24 hours will be at the discretion of the artist.
- The requestor may ask that the artist stop work on the piece at any time. The artist will provide the image or work they have done to that point and contract shall be considered discharged in satisfaction.
- Full layered files and work-in-progress pieces will not be supplied to the requestor unless the requestor has selected and already paid for the "Original Files" option. In this case those files will be supplied to the requestor when the work is finished and the contract is discharged in satisfaction.

**Licensing and ownership:**

In all cases, except for if the requestor has selected and paid for the "Full Rights" option, the artist retains full rights of ownership to the work requested in all forms and finishes. The artist retains all rights to modify the work, profit from the work, reproduce the work, use likenesses from the work, and to share the work freely in any medium without consultation or notice to the requestor. If the "Full Rights" option was not selected and paid for, the requestor receives a limited use license to only the finished work in the form it was provided. This license allows the requestor to freely reproduce and display the work, including in digital form. If the requestor profits from the work in any way, the requestor agrees to provide consideration of 20% of the received profit, to be given in monetary form. If any other form or use is sought, the requestor must obtain the written permission of the artist. This license may not be assigned, transferred, or given to another party without the written permission of the artist. The work may not be modified or altered without the written permission of the artist. If the "Full Rights" option was selected and paid for, the artist shall rescind and transfer all rights of the finished piece to the requestor at the time of discharge of the contract. Unless the "Original Files" option was selected and paid for, the artist retains all rights to the pre-finished piece and its contents.

**Considerations:**

Considerations shall be given up-front though the medium and channels specified by the artist. If the artist deems the work is beyond the original scope or assessment, or if the requestor has requested any major changes to the piece through production, the artist may hold work indefinitely and demand further considerations before work will be continued. These considerations shall need to be transferred through methods and channels specified by the artist at that time.

**Refunds:**

Refunds will not be given if any graphical work has been done and can be provided to any degree of finishing. If work has not yet begun, a refund may be given to the requestor less the fees and costs incurred through transactions of the considerations. In the event that a refund is requested and no work has been done on the piece or no degree of the finished work can be provided, the artist has two business weeks to submit the refund through the channels and methods selected by the artist. The artist shall not be held responsible for any difficulties in transferring funds to the requestor through those channels. If any degree of the finished piece, including any phase or finish level of the piece, can be provided to the requestor, no need be given. In this event the artist will provide the most advanced rendition of the work they can and the contract shall be considered discharged in satisfaction. If a monetary refund is given, the artist retains all intellectual rights to the piece, notes taken, or ideas sketched. In this case, the requestor rescinds and transfers all rights to the artist for all discussed intellectual property.

**Discharge:**

This contract shall be considered discharged in full and to satisfaction when the requestor has paid all requested considerations in full and the artist sends the finished piece, and any other paid for documents or licenses, to the requestor through electronic or physical medium, at the discretion of the artist.

**Universal Clauses and Conditions:**

In the event of a dispute, all parties agree to arbitrate all matters. The location for arbitration and all legal proceedings shall be Raleigh, North Carolina. In the event that a clause of this agreement is deemed unconscionable or legally invalid, it shall be considered severed from the document and all other clauses shall remain in full force. In the event that the artist is unable to complete the work due to data corruption, hardware failure, or other force majeure, the artist shall provide a refund according to the Refunds clause in this document. The Requestor agrees to indemnify and hold the artist harmless in all events or situations relating to or resulting from this commission. This contract is exclusory of any other contracts. Both parties acknowledge and assure that no other contracts or agreements conflict with this agreement.

Document authored by:  
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of Raleigh, NC.

