



## Virtual Art Soup

### Commissioned AI Pet Portraits

### Terms & Conditions

These Terms and Conditions ("T&C") govern the commission of AI-generated pet portraits ("Artwork") provided by TL Dean (aka Terri L. Schuler) / Virtual Art Soup ("Artist"). By commissioning Artwork, you ("Client") agree to these T&C.

#### 1. Commission Process:

- The Client must provide clear, high-quality photos of the pet(s) (typically 1-2 close-up images). The Artist reserves the right to reject photos that are unclear, low-resolution, or unsuitable for AI processing.
- The Client specifies custom elements (e.g., "wearing a cowboy hat" or "in a pink tutu"). The Artist will upload the photos to an AI program and generate the Artwork based on these instructions.
- Revisions: The Artist will provide the Client with an opportunity to review a work-in-progress proof, accept it, or request adjustments. Up to five (5) minor revisions (e.g., color tweaks or small adjustments) are included at no additional cost. Additional revisions beyond five or major changes (e.g., new outfits or poses) will incur a fee of \$15 per revision, subject to the Artist's discretion.
- Timeline: Artwork will be completed within 7-14 business days from receipt of payment and photos, unless otherwise agreed.

#### 2. Photo Ownership and Copyright:

- The Client warrants that all provided photos are owned by them or that they have explicit permission to use them for this purpose. The Artist accepts only non-copyrighted or Client-owned photos and will not process any images suspected of infringing third-party rights (e.g., professional photos without release).
- The Artist retains copyright to the final AI-generated Artwork but grants the Client a non-exclusive, personal-use license to print, display, and share it non-commercially. The Client may not resell, reproduce for profit, or use the Artwork commercially without written permission.
- The Artist may use the Artwork in their portfolio or marketing (e.g., on social media or website) unless the Client requests otherwise in writing.

#### 3. Payments:

- A non-refundable deposit of 25% of the total fee is required upfront to secure the commission and begin work.
- The remaining balance is due upon approval of the final digital proof, before delivery of the Artwork.
- Payments are accepted via Personal Check, PayPal, Cash, or Zelle, unless negotiated otherwise between Artist and Client. All fees are in USD and non-refundable except as outlined in Section 4.
- Prices are subject to change, but the quoted price at the time of agreement is binding. Refer to the [AI Pet Portraits](#) page for pricing structures.

#### 4. Cancellations and Refunds:

- If the Client cancels before work begins, the deposit is non-refundable but may be credited toward a future commission.
- If the Client cancels after work begins, such as after AI generation starts, the full fee is due, and no refund will be issued.
- The Artist may cancel at any time due to unsuitable photos or unforeseen issues and will refund any payments made, minus costs incurred.
- No refunds for completed Artwork once delivered, even if the Client is dissatisfied after revisions.
- Delays in delivery due to the Client's inaction (e.g., failure to provide necessary information, approve proofs, or arrange pickup/shipping) shall not entitle the Client to refunds or cancellations.

## 5. Delivery:

- Delivery Options: The completed Artwork may be delivered via (i) in-person meeting and handoff at a mutually agreed location (e.g., the gallery or another specified site); (ii) shipping of the framed physical Artwork at the Client's sole expense, limited to addresses within the United States unless otherwise negotiated and agreed upon in writing; or (iii) digital download.
- For physical deliveries (in-person or shipped), the Artist shall provide the Artwork in its framed form, unless otherwise specified. The Artist is not responsible for any loss, damage, or delay occurring during shipping or transit; the Client is encouraged to purchase shipping insurance. Shipping costs, including any applicable taxes or fees, must be paid in advance by the Client.
- For digital deliveries, the Artwork will be provided as a high-resolution JPEG file (300 DPI) sized to the Client's requested print dimensions, attached to an email or delivered via a secure file-sharing link. If the Client elects digital delivery in lieu of a physical framed Artwork, the Client assumes full responsibility for downloading, storing, and printing the file, whether using a personal printer or a third party professional printing service. The Artist makes no warranties regarding print quality from third party services and shall not be liable for any issues arising from the Client's handling or reproduction of the digital file.

## 6. Liability:

- The Artwork is AI-generated and may vary slightly from expectations due to AI limitations. The Artist makes no guarantees of exact matches to photos, but will make every effort to achieve the best likeness possible.
- The Artist is not liable for any indirect damages, including loss of data or emotional distress.
- Force majeure events (e.g., technical failures) may delay delivery without liability.

## 7. General:

- These T&C represent the entire agreement and supersede prior discussions.
- Disputes will be resolved under the laws of Yavapai County, Arizona, USA.
- By paying the deposit, the Client accepts these T&C.

Reviewed and Accepted by:

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Artist: Terri L. Schuler (aka TL Dean)

Date: \_\_\_\_\_

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Client: \_\_\_\_\_

Date: \_\_\_\_\_