

Terms of Service

Illustration Commission Terms of Service

Last Updated: 06/09/2026

By commissioning artwork from Joseph A. Samoles, the client agrees to the following Terms of Service.

1. General Information

- These terms apply to all commissioned artwork unless otherwise agreed in writing.
- The artist reserves the right to decline any commission request for any reason.
- The client must be at least 18 years old or have permission from a parent or legal guardian.

2. Commission Process

1. The client submits a commission request including relevant references and project details.
2. The artist reviews the request and provides a quote and estimated completion timeframe.
3. Work begins after payment is received according to the payment terms below.
4. Progress updates may be provided at the artist's discretion or as agreed beforehand.
5. Final artwork is delivered after completion and payment obligations are fulfilled.

3. Payment

- Prices are quoted in **USD**.
- Payment is accepted through **Cash, Paypal, or Venmo**.
- Unless otherwise agreed, full payment is required before work begins.
- For larger projects, the artist may require a non-refundable deposit of 50% before work starts, with the remaining balance due before final delivery.
- The client is responsible for any transaction fees imposed by payment providers.

4. Revisions

- The commission includes up to **3** rounds of revisions during the sketch stage.
- Major changes requested after approval of the sketch may incur additional fees.
- Changes requested after the artwork is completed may be declined or charged at the artist's hourly rate.

5. Turnaround Time

- Estimated completion times are not guarantees.
- Delays caused by illness, emergencies, technical issues, or other circumstances may extend delivery times.
- The artist will communicate significant delays whenever reasonably possible.

6. Client Responsibilities

The client agrees to:

- Provide clear references and instructions.
- Respond to artist communications in a timely manner.
- Ensure they have permission to use any reference materials they provide.
- Review sketches and approvals carefully before requesting finalization.

7. Copyright and Ownership

Artist Rights

The artist retains all copyright and intellectual property rights to the artwork unless explicitly transferred through a separate written agreement.

The artist may:

- Display the artwork in portfolios.
- Share the artwork on social media.
- Use the artwork for self-promotion.
- Include the artwork in books, collections, exhibitions, or marketing materials.

Client Rights

Unless otherwise specified, the client receives a non-exclusive license for personal use only.

Personal use includes:

- Posting online with artist credit.
- Using as a profile picture or wallpaper.
- Printing for personal enjoyment.

The client may not:

- Claim authorship of the artwork.
- Remove signatures or watermarks.
- Sell, redistribute, mint as NFTs, or otherwise profit from the artwork.
- Use the artwork for AI training, datasets, machine learning models, or similar technologies.
- Modify the artwork without permission.

8. Commercial Usage

Commercial rights are not included unless specifically purchased.

Commercial usage includes but is not limited to:

- Merchandise
- Advertising
- Marketing materials
- Product packaging
- Publishing
- Brand assets
- Monetized online content

Commercial licensing fees will be quoted separately and documented in writing.

9. Cancellation and Refunds

Client Cancellation

- If the client cancels before work begins, any payment received will be refunded except for applicable transaction fees.
- If the client cancels after work has started, refunds will be issued at the artist's discretion based on the amount of work completed.

Artist Cancellation

- If the artist is unable to complete the commission, the client will receive a refund proportional to the unfinished work.
- The artist retains rights to any unfinished artwork unless otherwise agreed.

10. Delivery

- Final artwork will be delivered in the agreed format (PNG, JPG, or PDF).
- Source files are not included unless explicitly stated in the commission agreement.
- The artist is not responsible for file loss after 60 days following delivery.

11. Prohibited Content

The artist will not create artwork that includes:

- Hate speech or discriminatory content.
- Harassment or targeted abuse.
- Illegal activities.
- Content that infringes upon intellectual property rights.
- Any subject matter the artist is personally uncomfortable creating.

12. Credit and Attribution

When sharing commissioned artwork publicly, the client agrees to credit the artist where practical, including linking to the artist's website or social media when possible.

13. Limitation of Liability

The artist's liability shall be limited to the amount paid by the client for the commission. The artist shall not be responsible for indirect, incidental, or consequential damages arising from the use of the artwork.

14. Agreement

Submitting payment for a commission constitutes acceptance of these Terms of Service.

Artist Contact Information

Name: Joseph A. Samoles

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Website: <https://samoles.art/>

Social Media: https://www.instagram.com/samoles_art/

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