

# **Jamie Shouse**

## **“Unkemptsnugglepepper”**

### **Art Contract for Commissions**

#### **Terms**

- The “Artist” will refer to the contractor, Jamie Shouse or unkemptsnugglepepper.
- The “Client” will refer to the person who is commissions the Artist to complete a work or works of art.
- The “Parties” will refer to the Artist and the Client.
- The “Commission” is the product produced by the Artist and agreed upon by the Artist and the Client.
- The term “Start of Work” refers to any work completed by the Artist after receiving approval and payment from the Client.

#### **Term of Agreement**

1. The Terms of this Agreement (the “Term”) will begin on the date of this agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. This Term may be extended with the written consent of the Parties.

#### **Payment and Compensation**

2. Payment will be in USD (US Dollars) and made through PayPal. The Artist’s PayPal email is [bluedragon1200@yahoo.com](mailto:bluedragon1200@yahoo.com) and under the name Jamie Billings.
3. The Parties will discuss Compensation prior to Start of Work. Compensation is for the labor and service of creating a commission and not the final file itself. Prior to the Start of Work, the client must pay 50% (fifty percent) of the agreed upon Compensation. The Artist will present progress images for approval. At this time, the Client may request changes that uphold the original agreed upon concept. With final approval, the other 50% (fifty percent) of the Compensation is due before work is continued. The Artist will provide invoices for services.
4. After Start of Work, the Artist will not refund any amount. The Artist has the right to end the Commission process if the Client does not maintain appropriate communication, violates the Terms of Agreement, or behaves in a rude or inappropriate manner.
5. After Start of Work, requests and revisions that change the agreed upon concept for the Commission will be subject to additional fees.

6. Added complexity may be subject to additional fees. Parties will discuss these fees prior to adding complexity to the piece.

## **Commission Process**

7. The Client will provide information on their desired outcome to the best of their abilities. The Client may use photographs or other artwork to demonstrate desired elements within the piece. The Artist will not copy another artwork or work in a style other than examples provided in Artist's portfolio.
8. The Client will specify desired size of canvas. All work is completed with 300dpi and a minimum of 2000 by 2000 pixels.
9. The Artist will create sketches and rough draft concept art based on the information provided by the Client. These will be presented to the Client and they Client will have the opportunity to make minor changes that do not conflict the agreed upon Commission.
10. The final product the Client will receive will be digital files in the .jpeg and .png format. No physical product will be delivered. The Client will not receive progress files (.psd, .clip, etc).
11. The Parties will agree on a time line for the Commission to be completed. The Artist will communicate external events that may delay this timeline. Additional revisions may also alter this timeline.

## **Commission Use and Creation**

12. The Artist retains the rights to the Commission as the Artist's Intellectual Property and the right to post the Commission on public sites (such as Facebook, Twitter, TikTok, the Artist's website and portfolio). If the Client wishes to use the Commission for Commercial Use, another Terms of Agreement must be made and agreed upon between the Parties.
13. The Client may request that the Commission is not posted on a public website for a set amount of time, up to 1 (one) year after final product is delivered.
14. The Client's personal information will remain confidential. The Artist will only use this information to complete the Commission, send invoices, and conduct business related to the Commission. When the Artist posts the Commission, the Client may request to not be named or referred to a user name.
15. The Client may not post the image on websites which promote hatred or violence towards a group of people, including and not limited to, sites which promote racism, ant-LGBT, or religious extremism.

16. The Client may post the Commission on public websites as long as the Client gives credit to the Artist through links to the Art's website or social media links. The Artist's link tree is <https://linktr.ee/unkemptsnugglepepper>.
17. The Client may print the commission through a print shop of their choosing for personal use. The Client may not use the Commission in public spaces unless the Parties agree to a new Terms of Agreement.
18. Under no circumstances may the Client use the Commission to receive financial gain. The Client may not enter the Commission into a contest. The Client may not sell the file or printed versions of the Commission. The client may not trace, copy, or alter the Commission. The Client may not claim the commission as their own work.
19. The Artist will not under any circumstances create a Commission with the intent it be used as a Non-Fungible Token (NFT). Using the Commission as an NFT is a direct violation of these Terms.
20. The Artist retains the right to deny a commission for any reason.
21. The Artist will not create X-rated, pornographic, or excessively violent images. The Artist will not create images which promote hate towards another group of people such as, but not limited to, racist, homophobic, or transphobic images or images which promote negative stereotypes.

Artist:

Jamie Shouse "Unkemptsnugglepepper"  
238 W Hickory St.  
El Dorado Springs, MO 64744  
[jamiebillings89@gmail.com](mailto:jamiebillings89@gmail.com)

Client:

Name:

Address:

Email:

Phone:

Artist's Signature:

Date:

I certify that I have read and understand the Terms of Agreement

Client Signature:

Date: