

Commission Contract

Context:

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Introduction:

By commissioning a Vtuber, Emote art or other works you automatically accept and agree to follow these rules and guidelines.

The Vroid characters are made using a combination of Vroid studio and photoshop. Depending on the design; blender and unity may also be used. These programs produce a vrm file which can be imported into (most commonly) programs like VSeeFace. The artist intends for these characters to be used as Vtubers and the terms and conditions will follow as such however there are games they can be imported into.

Disclaimer:

Whilst you can insert the character into VRCHAT it is not intended for VRCHAT and will only be seen by pc users. I will also not be able to import it into VRCHAT for you, you will need to import the VRM file into unity.

1. Consultation:

The consultation process begins from the application on the website. The artist will respond within a 24-hour time slot to confirm details and ask questions.

- 1.1 During the application process reference pictures and details of your character will be required to allow the artist to decipher how much time is needed to be allocated, how much the character will cost and whether the designs are in the realm of possibility of the programs used. There is an example on the website of a reference sheet.
- 1.2 There will be additional costs for Vroid commissions without details and/or reference pictures for the outfits due to the time it will take to research and design an outfit.
- 1.3 The artist can refuse design elements if they are deemed inappropriate or offensive but will provide ideas for an alternative design.
- 1.4 There is a calendar provided on the website showing the next availability; as this is updated once a day it may be slightly off so the artist will message you confirming a date after submitting an application. If you have not responded confirming this is okay within a 2-3 day time frame your slot will be given to someone else.

- 1.5 If the commissioner doesn't respond in 3 days when the artist messages confirming their slot has started the commission will be cancelled. The artist may reschedule you, however, the artist reserves the right to accept or deny rescheduling.
- 1.6 It is not up to the artist to ensure the design elements presented are allowed for the programs/settings the Vroid Character will be used for. The commissioner will need to read the Terms of Conditions themselves. Refunds will not be available in these conditions.
- 1.7 It is not up to the artist to ensure the vrm file will work for the programs the commissioner wishes to use; the commissioner will need to research the compatibility before the artist initiates the creation process. Refunds will not be available in these conditions. (You can use the free avatars to test)
- 1.8 It is not up to the artist to ensure the commissioner's technology is able to run Vseeface and track the movements of the character or other programs; it is up to the commissioner to ensure their technology has the processing required. Refunds will not be available in these conditions. (You can use the free avatars to test)

2. Creation Process

The creation process will begin when the artist contacts the commissioner that their commission is next on the calendar.

- 2.1 The commissioner will be informed that the artist will be starting the character when their commission date arrives. This is the last day the commissioner can leave without losing their deposit (with any or service fees deducted from the refund).
- 2.2 The commissioner will need to pay a 50% deposit by the 24-hour mark of the starting date as a safety net for both parties

- 2.3 The general completion time for a character is 8-14 days, however, the artist may require more time depending on multiple variables. The artist will be required to inform you if they are running behind and will need a longer time.
- 2.4 Every 1-3 days the artist will check in with the commissioner by providing photos to allow the commissioner to check the progress and ask for elements to be altered. The commissioner can ask for a refund if the artist hasn't showed proof of work for 5 days **without** informing the commissioner on the situation.
- 2.5 The artist is aware sometimes designs elements do not transfer as wished in the program/on a 3D character, so minor alterations without additional costs are allowed.
- 2.6 It is up to the artist discretion to accept additions to the design/major alterations and whether there will be additional costs. This is due to these additions/alterations impacting the allocated time.
- 2.7 The artist is allowed to deny additions the design of the character if they were not originally agreed on during the consultation process; especially if they required additional programs.

3. Completion

The completion involves when the creation process has been finished and is about to be handed over to the commissioner

- 3.1 When the creation process has been finished the commissioner will be provided with a video of the movements/expressions of the character via a dropbox link as a final checkin.

- 3.2 When the full amount in the invoice has been paid the artist will send the commissioner's finished products within a 24 hour period unless otherwise indicated
- 3.3 The artist will send an email with two vrm file if the "resting pose" had to be edited to remove clipping. One file will be unclipped for use in games or with full body/hand tracking and the other will be with a edited stance for Vseeface.
- 3.4 The artist will also send a dropbox link with the vroid file in the email which the commissioner is allowed to import into Vroid studio and edit.
- 3.5 The artist will not convert the vrm or vroid into other type of files for the commissioner.

4. Payment terms and Agreement

- 4.1 The artist will decide on the price of the commission during the consultation but will receive confirmation from the commissioner of the price before sending the invoice or starting the commission.
- 4.2 The commission rates are only a rough guide to the possible pricing, its is up to the artist discretion to decide the final costs.
- 4.3 The commissioner will be required to pay a deposit of 50% of the agreed-on price before the commission is started.

- 4.4 The artist will send the invoice when agreeing on a date via paypal from there the commissioner will have 30 days to pay the full cost and until beginning the character to pay the deposit.
- 4.5 If there are extreme changes/additions to the design that were not originally agreed on during the consultation, there maybe additional costs.
- 4.6 The pricing will be in USD which the artist will confirm with the commissioner during the consultation process.
- 4.7 If the commission is cancelled by the commissioner once the creation process has begun the commissioner is not entitled to a refund of the deposit
- 4.8 If the commission is cancelled by the artist once the creation process has begun the commissioner is entitled to a refund of the deposit
- 4.9 There are no refunds available for this service, due to the consultation, check ins and photo evidence throughout the process; unless the artist has cancelled, or the finished product is faulty (this is up to the discretion of the artist)

5. Rights

- 5.1 Once the commissioner has paid off the invoice in full, the rights for redistribution and commercial use is given to the commissioner.
- 5.2 You can not take credit for any of the work created by the artist
- 5.3 The commissioner is not allowed to sell the vroid file/vrm file or individual textures.

- 5.4 The artist is not allowed to sell the completed vroid/vrm file to others but is allowed to use individual textures (skirt, jumper, glasses) for other commissions as the original creator of these files.
- 5.5 I claim all rights on my art, art requests and/or designs, which allows me to use them in my portfolio or post them on any of my social media platforms and the likes.
- 5.6 The commissioner is not allowed to use the vtuber to make false representations of the artist
- 5.7 The commissioner is not allowed to use the character to spread hate speech or racism, sexism, homophobia, etc.

6. Links

To see these characters in use and/or look you can check out the artist socials. You can also use the free vroid character to test out the programs.

<https://hellomimiz.carrd.co/>

By signing this form, you have agreed to the terms of conditions stated above:

Commissioner:

Date: _____

Name: _____

Signature: _____

Artist:

Date: _____

Name: _____

Signature: _____

Please provide this form back to the artist as soon as possible.

Thank you