

MaddyMariePaints

SHOP POLICIES

Before you order, please make sure to have read my *Terms of Service*. These terms apply to private commissions only. This information is NOT applicable for commercial work, therefore the art can only be used for the client's personal purposes. For commercial commissions, refer to or, contact maddymariepaints@gmail.com All rates below are base rates. *Rates are subject to change due to circumstances including but not limited to the requested deadline for design commission (such as a rush commission order), extra checkpoints/final design changes after the design is finalized, and market demand.*

General

- All drawings will include my signature or my Instagram handle, @MaddyMariePaints, that you may not remove
- I have the right to reject an order that I do not feel comfortable drawing for any reason

Services

- **Digital + Canvas, Paper Paintings**
 - Portraits, people + pets
 - House portraits
 - Commemorative paintings (weddings, graduation, birthdays, etc.)
- **Graphic Design**
 - 21st birthday sign digital designs
 - Invitations, announcements + greeting cards
 - Custom stickers + buttons

Order Placement Timeline

- **Digital + Canvas, Paper Paintings**
 - Message me at least 2-3 months in advance
- **Graphic Design**
 - Message me at least 2-3 weeks in advance for small projects (buttons, stickers, 21 signs)
 - Message me at least 2-3 months in advance for invitations, cards, announcements, and any other stationery or larger projects

Pricing and Payment

- I accept PayPal (maddymariepaints@gmail.com).
- Commissions can be paid either 100% upfront or 50/50, as in 50% upfront and 50% after checkpoint 3.
- I accept PayPal (maddymariepaints@gmail.com).
- Commissions can be paid either 100% upfront or 50/50, as in 50% upfront and 50% after the design is finalized.
- Commissions may cost more than the base estimate listed below depending on subject, style, or level of detail. Rates are subject to change due to circumstances including but not limited to changing the final deadline or exceeding draft checkpoints.
- **Painting Commissions**
 - Digital paintings start at \$75+ per painting
 - Physical (canvas or paper) commissions start at \$125+ per painting.
- **Graphic Design Commissions**
 - 21st Birthday digital sign designs start at \$40+ per design
 - Invitations, announcements, and greeting cards start at \$75+ per design
 - Custom stickers + buttons @ \$20+ design fee plus standard button (\$6) or sticker price (\$4.50) times the quantity needed
- After the design draft has exceeded 3 checkpoints, I charge **\$30** for **each extra hour** worked on the design until design is finalized.

Process and Delivery

- I will notify you when I have started on your commission and you, therefore, lose your right to a refund.
- While I am working on your commission, there will be a series of checkpoints in the process where I will share my progress and you will have the opportunity to give feedback and/or make small edits.
- The number of checkpoints depends on the complexity of the work. For a typical commission, there will be 3 checkpoints.

- During the checkpoints, you will see the work-in-progress, and these images will include a watermark and be smaller than the final piece.
- Checkpoint Breakdown:
 - At the beginning of my design process, I will take your description/reference, and sketch up a few layouts from which you select as the design I will continue developing. (Depending on the complexity of the piece, there may be fewer or more drafts)
 - Checkpoint 1 – I'll send the in-progress design you selected, for your review. This incomplete design will be taking shape, incorporating your ideas and inspirations, and colors. We'll discuss placement of items, their scale (size), colors, and how it all relates to your original design statement (request). From this checkpoint 1 conversation, I'll continue to work on the design, incorporating your input, and adding my interpretation.
 - Checkpoint 2 – similar to #1, but the design will be further along.
 - Checkpoint 3 – the design is almost finished. Items highlighted in the discussion of checkpoint #2 will be focused on, to make sure they are resolved to your satisfaction. There will be a few minor tweaks, and the design will be finished and sent off to you.
- The time it takes to complete your commissions varies from 1 week-3 months based on factors such as health, the complexity of the commissioned piece, other work, or holidays.
- If anything comes up that will slow the process of the initially estimated delivery time, I will notify you as soon as possible.
- Once the piece is finished, I will email you the full-resolution image along with a web-friendly format. Note that there is no physical product. High quality printing can be found at a local printing business or on FedEx.com

Revisions

- During the process of designing your image, there will be 3 checkpoints at which I will send a copy of my work to you for your review. You will have these 3 opportunities to make comments and slight changes to my design. Please make sure you communicate directly and clearly, to avoid design fee changes, and to avoid your disappointment.
- Clear communication is very important in the design process. If your original (initial) reference or description is unclear, you will be charged an additional design fee if I am required to make any changes to my final design.
- If you make major changes at any time, you will be billed for all work done to date, and a new agreement for a new commission and design fee will begin.
- If you wish for me to change something in the drawing you previously approved, you will be charged an additional design fee to change it. The amount of the additional fee is based on the complexity of the change.

- An additional fee will be added if you want something changed on the final drawing—unless a misunderstanding on my side has been made.

Copyright/Usage Policy

I, Madeleine Petti (the artist), claim the rights to the produced drawing, not the buyer. Therefore, I am allowed to use the copyrighted artwork to:

- Promote myself with it everywhere;
- Publish books with it (artbooks, etc.);
- Display it everywhere to my liking (website, social media, etc.);
- Post it wherever I want;
- Print it;
- Sell it/license it;
- For as long as I desire;

The Buyer is allowed to:

- Use the commissioned piece for personal use, unless agreed otherwise (you may upload it to all your social media profiles, website, etc.);
- Print the artwork for your personal use (to hang in your office, living room, bedroom, etc.);
- Use the artwork to promote themselves as long as I am tagged and/or credited in the post;

The following is considered copyright infringement:

- Reproducing/using the copyrighted artwork commercially—means making money off it in any way;
- Selling the design, or part of it;
- Claiming the artwork as your own;
- Removing the signature, watermark, or Instagram handle from my artwork;
- Altering the artwork without my consent;
- Uploading my artwork to Redbubble, Society 6, or any other website that makes commercial goods from uploaded artwork;
- Failure to give credit to me, such as but not limited to not tagging my art account (@MaddyMariePaints) in the post or not saying the artwork was made by me (Madeleine Petti).

I, Madeleine Petti, reserve the full rights to the image and its use/distribution unless otherwise agreed upon. Rights to the image for your own non-personal use may be purchased at any time.

Customer Satisfaction

- I will go above and beyond to make sure you are happy with your custom artwork!

- If you have a problem with regards to the commissioned piece at any time during this process, please tell me right away so that we can work together to find a solution.

Refund/Cancellation Policy

- The buyer is not allowed a refund once I start working on a commission.
- If for any reason I am unable to start on your commission, you will receive a full refund.
- If you cancel your order before I have started it, you will receive a full refund.
- If you are receiving a refund, you may not request a Venmo payment or a PayPal chargeback. I will transfer the money back to you myself.
- If you request a PayPal chargeback at any point after I have begun the piece, you will lose all beforementioned rights to the commissioned piece, and I will have the full right to profit further from it in any way. I will decline the chargeback and I will supply PayPal with our conversations in which we talk about the commission as evidence that I have completed work for you. Furthermore, you will be blacklisted from commissioning from me again.

If the buyer breaks any of these points stated above, they will lose all the beforementioned rights to the artwork commissioned by me, Madeleine Petti (the artist), and I will have the right to profit further from the commissioned artwork in any way that I see fit.

What do you get?

- Digital Commissions (PNG format)
 - Full-resolution digital file with agreed dimensions (300 DPI)
 - Smaller version appropriate for internet upload.
- Canvas or Paper commissions
 - Custom painting in the agreed media and surface in the agreed dimensions

Terms of Service

I, Madeleine Petti (the artist):

- I reserve the right to cancel and refund the order at any time.
- I retain all copyrights over the commissioned artwork.
- I reserve the right to post the commissioned artwork online, in my portfolio, as well as in publications such as, but not limited to, art books, magazines, websites.

- I will NOT profit further from the commissioned artwork, unless you (the buyer) break any of the aforementioned terms. This excludes any profits received when the artwork is part of a publication described above.
- I will NOT claim the Intellectual Property (IP) of the commissioned artwork.

You (the buyer/commissioner):

- You may upload the commissioned artwork on any website (excluding for-profit websites such as, but not limited to, Redbubble, Society 6, etc.) or social channels, and MUST keep my name attached to it.
- You may publish my artwork, after receiving my permission.
- You may NOT profit from the commissioned piece (reselling, redistributing, uploading to POD-services, make prints, etc.).
- You may NOT alter the commissioned artwork, in part or in whole, without my (the artist's) consent.
- You may NOT remove my name from the artwork.
- You may NOT use the commissioned artwork for commercial purposes. The commercial license to the commissioned artwork may be purchased at any point in time—contact me for more information.
- You retain the rights to the Intellectual Property (IP).