

# Crochet Commission Terms and Conditions

## Commission Requests

All commission requests are submitted through the google form linked on this [website](#).

Crochet Commissions are specifically for clothing items or toys/stuffies.

Once a request has been received, you will receive your acceptance or decline response within 7 days.

Asher Wisco, the Artist, retains the right to refuse any commission request without explanation.

## Commission Process

Once a commission request has been accepted by Mellow Crow LLC, it is the Client responsibility to read the terms and conditions in full before continuing.

Mellow Crow LLC will send the commission brief as understood back to the Client to accept. Once accepted, please allow the offered time for the Artist to work on the commissioned work. The commission brief will contain:

- Instruction for needed measurements, if needed
- Price estimate
- Estimated time until completion of the crochet piece
- Description of the plan for the crochet piece, if needed

## Prices

Charges for this service to be provided by Mellow Crow LLC are variable, and will be set when the Client and Artist begin speaking. To gauge what the price may be, look at the premade crochet pieces and see around where you might be priced. Keep in mind, the price for a commission will likely be higher than that of a premade piece.

Price quotations are valid for a period of 30 days. If the Client has not accepted the quote before the expiration of the 30 day period, the Artist has the right to alter or refuse to honor a quotation after.

## Use of Photos and Copyrighted Images

If the commission is a replication of a photograph, the Client will be required to provide suitable photographs for the commission work to be produced. The Client must have permission to use such photographs & it is their responsibility to not breach any copyright laws.

The Artist cannot reproduce a trademarked or copyrighted piece without written permission from the Copyright owner.

### **Deposit**

Mellow Crow LLC requires a 50% deposit from the Client to confirm and secure their commission. There are two situations in which the Artist may offer a partial refund of this deposit:

- If the Artist is unable to fulfill the commission due to illness, personal emergency, or other unforeseen circumstances, the Artist will offer a partial refund.
- If the Artist is unable to fulfill the commission due to the inability to complete the work technically, the Artist will offer a partial refund.

The deposit must be paid by a week since the commission request is confirmed, and be paid via Venmo or PayPal.

### **Termination**

The Artist retains the right to terminate the crochet commission at any stage of the process without explanation.

The Artist reserves the right to stop working on or cancel the commission due to any terms being breached such as communication, inability to understand commission changes, or due to rude, difficult or inappropriate behavior.

If the Client would like to terminate the commission before it has been completed, Mellow Crow LLC retains the right to retain the 50% deposit. This honors the Artist's time spent and resources used.

### **Usage rights**

The commission cannot be used to enter any competitions online or offline.

The commission cannot be used for financial gain or marketing unless discussed otherwise. If the commission is for commercial use, new terms of agreement must be signed.

If the commission is posted or shown online or offline, it must properly credit the Artist.

### **Communication**

The Artist will communicate with the Client throughout the process of creating the commission. It is the Client's responsibility to respond with timely responses.

Mellow Crow LLC will keep personal records of all Client correspondence and approval.

If neither Mellow Crow LLC nor the Artist have received any response from the Client within 30 days, Mellow Crow LLC retains the right to cancel the commission. The 50% deposit would not be refunded. The Artist will send weekly communications through the Client's preferred method of contact to remind the Client of their need to respond promptly (if they have not yet responded).

If the Client wishes to continue a cancelled commission at a later date, they will be required to fill out a new commission request, sign a new commission agreement, and pay another 50% deposit.

### **Crochet Progress**

Once the crochet concept has been agreed upon by both the Client and the Artist, the Artist will begin work on the project. The Artist will send progress updates every week, and estimated time left on the project. The Client may request changes to the piece, but these may incur additional fees at the Artists discretion.

The Artist reserves the right to share "in progress" content to social media unless the Client asks for this not to be done.

### **Completion Stage**

Once the commissioned crochet is complete, the Artist will send a photo of it to the Client. At this point, the Client must send the rest of the payment for the piece in order to receive it. The Artist will then ship it to the Clients preferred address.

### **Payment**

Invoices will be issued by Mellow Crow LLC upon completion of the commission and before collection/delivery.

Payment must be received within 7 days of the invoice.

Before the crochet piece is shipped, the Client must pay the remainder of the commission cost via Venmo or PayPal. Payment plans are not accepted.

Once payment is received in full, the crochet will be sent to the Clients preferred address, unless specifically requested otherwise.

It is the Client's responsibility to provide the correct address to receive the crochet piece.

### **Copyright**

The Artist retains the copyright to the crochet created from Client's commission.

Both the Artist and Mellow Crow reserve the right to display the crochet on their website and social media pages. If a Client does not want the crochet being displayed, they must declare this upon placing the commission.

The Client retains ownership of the crochet and has permission to share the crochet on social media as long as the Artist is correctly tagged and identified, unless the Artist has requested otherwise.

### **Acceptance**

It is not necessary for the Client to have signed any document for these terms and conditions to apply.

If a Client has agreed to commission Asher Wisco through Mellow Crow LLC and the terms have been sent, then the Client will be deemed to have read the terms and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any commission acceptance implies that you have read, understood and accepted these terms and conditions.