

Star Army[®] Community Contract for Commissioned Art

Updated 16 March 2019

OVERVIEW

This contract is a legally-binding agreement between Star Army[®] and an artist in which Star Army pays the artist to create a work of art for Star Army. Star Army owns the resulting artwork.

DEFINITIONS:

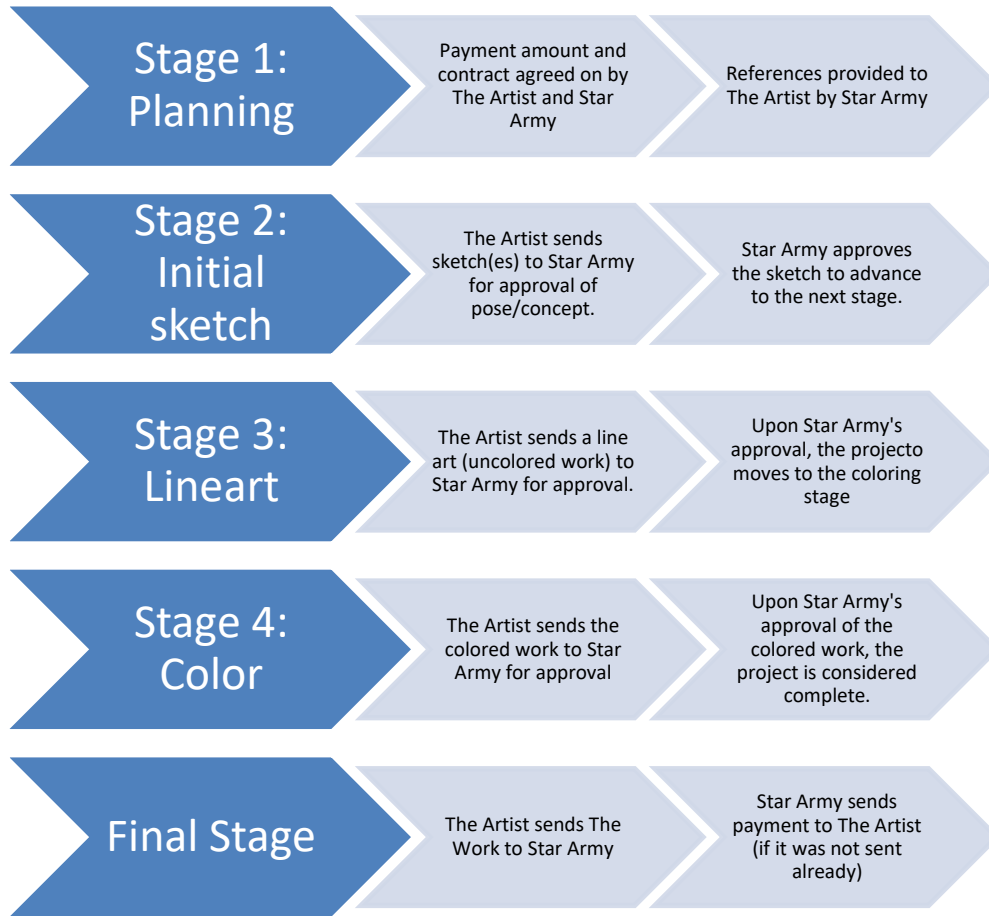
1. **“Star Army”** (“StarArmy.com”) consists of Wesley Davis or his authorized representative(s). Star Army is a registered trademark of Wesley Davis. Star Army is the copyright claimant and owner of exclusive rights to The Work. Star Army[®] is a registered trademark of Wesley Davis.
2. **“The Work”** consists of the artwork created by the artist, including the final version and all earlier “work in progress” versions of the final work, as well as any concept artwork that was specifically prepared as part of communications between the artist and the Star Army.
3. **“The Artist”** is the person who agrees to create a work of art in return for payment from Star Army. The Artist is the author of The Work.
4. **“The Community”** refers to the members of and visitors to the [StarArmy.com website](http://StarArmy.com) and related social media pages such as [Twitter.com/StarArmy](https://twitter.com/StarArmy) and [Facebook.com/StarArmy](https://facebook.com/StarArmy).

CREATION OF THE WORK

1. Star Army contracts with artists that are already equipped to create the artwork desired. **Under no circumstances is Star Army obligated to purchase any software, hardware, or other materials for use in the creation of the work.** In the event that the above tools and supplies are not available (for instance, if the artist’s computer or tablet becomes unusable) the order can be canceled or the deadline extended as needed at Star Army’s discretion.
2. It is the responsibility of the artist to comply with any applicable laws, rules, and regulations when creating the artwork.
3. The artist should adhere to the references provided by Star Army.
4. You agree that work-in-progress versions may be displayed by Star Army to The Community.

THE PROCESS

The transaction should proceed as outlined in this chart:



PAYMENTS:

1. **Star Army will send payment via Paypal.** The Artist must have an active PayPal account in good standing in order to accept this commission. In the event there is a problem with Star Army's PayPal account, payment will be sent by another method such as postal money order.
2. Payment will be sent to The Artist upon the Artist's request or upon receipt of the completed artwork.
3. Payment will be sent as a **single payment**, unless additional payments are needed due to change requests after the original payment was already sent.
4. **The Artist agrees not to charge a fee for accepting Paypal.** According to Paypal's terms, "You agree that you will not impose a surcharge or any other fee for accepting PayPal as payment...the handling fee for transactions paid through PayPal may not be higher than the handling fee for transactions paid through other payment methods)." Source: https://www.paypal.com/cgi-bin/webscr?cmd=p/gen/terms-outside#receiving_payments (Retrieved February 29, 2012)

5. The artist is authorized to ask for reasonable adjustments in payment due to **change requests** from Star Army that are received after the WIP version of the work is already approved; however, this does not include change requests that are necessitated by improperly following provided references such as wiki articles and reference images.
6. If The Artist fails to complete and/or deliver The Work **within 6 months** of the initial order, Star Army may, at its discretion, cancel the order and request a partial or complete refund from the Artist. In this case, Star Army retains ownership of any work-in-progress versions received.
7. The Artist is solely responsible for any taxes related to this work.
8. Neither Star Army nor The Artist is responsible for the other party's fees relating to services or devices used for communication between the parties.
9. If the artwork is registered for US Copyright by Star Army, Star Army is solely responsible for copyright registration fees and creation of any required materials to submit to the government with the exception of any required information and signatures of the artist.

DELIVERY:

1. **For digital artwork**, The Work will be delivered to Star Army via email or a third-party internet file-sharing service. Please provide the files as PNG and/or PSD files.
2. **For artwork that has a physical component**, The Artist should provide the cost of shipping at the time of invoice. Star Army reserves the right to request a copy or scan of the shipping receipt. In no case will Star Army be obligated to pay more than US \$20 for any combination of shipping and packaging, or more than half of the cost of the artwork. Any physical materials must be mailed within one month of completion of The Work.

COPYRIGHTS

1. The work is a **"work for hire"** for contribution to the collective work consisting of the Star Army website and its associated shared fictional universe.
2. **Star Army is the copyright claimant and owner of exclusive rights to The Work.** As the owner of The Work, Star Army may use and modify The Work in any way, to include commercial purposes.
3. The Artist automatically receives from Star Army the following licenses, which are eternal, royalty-free, non-exclusive, and non-transferable:
 - a. **The Artist is permitted to showcase The Work in art displays, portfolios, and on art websites.** For example, The Artist may show prints of the work at a convention or upload a copy of their work to their personal website or to DeviantArt.com to display in their gallery. A copyright notice must be included in the artwork and in the description. (For example, "**©2013 StarArmy.com**"). **All internet displays of the work must be accompanied by a link to StarArmy.com.**
 - b. **The Artist is permitted to create and sell prints of The Work.** Printing a copy of The Work on products is also okay (for example, on a T-shirt or coffee mug). A small

copyright notice must be included in the print or on the product saying ©2013
StarArmy.com (use the correct year).

4. The aforementioned license will not affect Star Army's rights to do the above.
5. The Artist has the right to disassociate from any modified version of the final artwork that is created by Star Army. In this case, the artist should contact Star Army by email with the URL of the modified work and Star Army will cease any use of The Artist's name in conjunction with the modified work.

COMMUNICATION

1. Email is the preferred method of contact between Star Army and The Artist. Contact by internet chat and/or phone is also acceptable. Any communications regarding this transaction, to include phone calls, are subject to recording for Star Army's records.
2. If Star Army sends The Artist two or more forms of recorded messages and no response is received by Star Army within one week, the contract can be terminated and The Artist must refund any funds received.

ELECTRONIC SIGNATURE

By agreeing to take on this commission, The Artist and Star Army consent to use electronic communications, electronic records, and electronic signatures rather than paper documents. If, for any reason, Star Army requires a physical signature on this contract or on copyright forms, The Artist agrees to provide it within 14 calendar days of Star Army's request. The Artist understands his/her electronic signature is legally binding, just as if he/she had signed a paper document. The consent to electronic signatures applies only in relation to this contract and art commission.

INDEMNIFICATION

Star Army shall indemnify and hold harmless The Artist from all claims, costs, damages, or expenses arising out of the negligence of Star Army. The Artist shall indemnify and hold harmless Star Army from all claims, costs, damages, or expenses arising out of the actions of The Artist, including the violation or infringement of any copyright.

SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, it shall not affect the validity of the remainder of the contract.

VENUE

This contract shall be construed and interpreted in accordance with the laws of Rockdale County, Georgia and the United States of America and the venue of any legal action shall be the same.

WAIVER

Waiver or any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of the contract unless stated in written form by Star Army.

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This page is for when commissions are agreed upon in person but may be completed by email instead.

ARTIST INFORMATION:

Name: _____

Email address: _____

Paypal: _____ (if different than email)

Phone number: _____ (Not required)

Address: _____ (Street address)

_____ (City and State or Province)

_____ (Country)

STAR ARMY'S INFORMATION

Email address: stararmy@gmail.com

Paypal: payments@stararmy.com

Phone number: 1-209-782-7276

Address:

Star Army
c/o Wesley Davis
1970 Gleaton Rd NE
Conyers, GA 30013
United States

SIGNATURES

_____ Wesley Davis _____ Date

_____ Artist _____ Date

_____ Notary (optional) _____ Date