

Terms and Agreement Policy

Artist Terms and Conditions for Commission Requests

Effective Date: Jan 1, 2024

1. Introduction

1.1 These Terms and Conditions ("Terms") govern the commission of artwork ("Commission") by Lily Stennis-Vinson ("Artist").

1.2 By submitting a Commission Request, the Client ("Client") agrees to these Terms.

2. Commission Process

2.1 The Client will provide the Artist with detailed specifications and reference materials for the Commission in a 1 on 1 meeting for 1hr and 30 min.

2.2 The Artist reserves the right to decline any Commission Request especially if there is a commission difficulty, 30min late client, price undercut, time expectancy.

2.3 The Artist will provide the Client with a sketch/concept with in a 2week time frame for approval before proceeding.

2.4 Materials are bought by Artist or provided by Client (note: Materials paid for by Artist will be reimbursed by Client and not included in commission request price)

2.5 After week 2 Artist transfer sketches/ begins creating

3. Payment Terms

3.1 A non-refundable deposit of 20 percentage of amount listed is required to secure the Commission.

3.2 The balance is due upon completion of the Commission.

3.3 Materials paid for by artist will be reimbursed by client and not included in commission request price.

3.5 Materials & commission price total will be paid for in advance before client receives product.

3.6 Payment methods accepted:

Cash, Cash App, Venmo, PayPal, Wix Pos system.

4. Cancellation Policy

***Cancellation by Client: ***

1. If the Client wishes to cancel a commissioned artwork, they must notify the Artist in writing (email or written letter) as soon as possible.

2. Cancellations are subject to the following fees:

- Sketch/Concept Phase (before final approval): 25% of total commission price

- Work-in-Progress Phase (after final approval): 50% of total commission price
 - Completed Artwork: 100% of total commission price
3. The Client understands that cancellations may result in forfeiture of any initial deposits or payments made.

***Cancellation by Artist: ***

1. The Artist reserves the right to cancel a commission due to unforeseen circumstances (e.g., health issues, personal emergencies).
2. In such cases, the Artist will refund any initial deposits or payments made by the Client.
3. The Artist will make reasonable efforts to find another artist to complete the commission, if possible.

***Refund Policy: ***

1. Refunds will be issued within a time frame of 14 days of cancellation notification.
2. Refunds will be made using the original payment method.

***Exceptions: ***

1. This policy may be modified or waived by the Artist on a case-by-case basis.
2. Cancellations due to dissatisfaction with the artwork's progress will be addressed through revisions and communication.

***Acceptance: ***

By commissioning an artwork, the Client acknowledges they have read, understood, and agreed to this Cancellation Policy.

***Contact: ***

For questions or concerns, please contact Lily Stennis - Vinson at lilyvs.art@gmail.com

5. Ownership and Copyright

- 5.1 The Artist retains ownership and copyright of the Commission until full payment is received.
- 5.2 Upon payment, the Client receives exclusive rights to display the artwork but not for any commission. No resell, or distribute, or reproduce.

6. Revisions and Alterations

- 6.1 Two revisions are included in the original price.
- 6.2 Additional revisions: bases on materials and time fees may apply

7. Delivery and Timeline

7.1 The Artist will deliver the Commission within a month timeframe if not stated at the first meeting.

7.2 Delivery methods: pick up from artist unless arranged.

8. Client Responsibilities

8.1 Provide clear instructions and reference materials.

8.2 Respond promptly to Artist inquiries.

9. Artist Responsibilities

9.1 Create original artwork based on Client specifications.

9.2 Maintain open communication on a schedule

10. Dispute Resolution

10.1 Disputes will be resolved through mediation.

10.2 Governing law: Nebraska/Douglas county

11. Limitation of Liability

11.1 The Artist is not liable for damages exceeding the Commission price.

12. Entire Agreement

12.1 These Terms constitute the entire agreement.

13. Changes

13.1 The Artist reserves the right to update these Terms.

6. *Contact Policy for Commissioned Artwork*

Thank you for considering me for your commissioned artwork! To ensure a smooth and successful collaboration, I've outlined my contact policy below.

***Communication Channels: ***

- Primary communication: Email Lilyvs.art@gmail.com

- Secondary communication (for urgent matters only): [402-612-4696] or [(402) 807-5556]

***Communication Frequency: ***

- I will respond to emails within Timeframe, 24-48 hours during business days Monday-Friday.
- I will provide regular updates on the commission's progress Frequency, bi-weekly.
- I kindly request that clients limit their messages to 1-3 messages per bi-weekly to avoid unnecessary delays, unless it is urgent.

***Micro-Managing and Excessive Communication: ***

- To maintain creative freedom and ensure timely completion, I will not engage in daily or excessive communication.
- I will not provide constant, detailed updates on minor aspects of the artwork.
- Please refrain from sending multiple messages per day or making excessive requests for revisions.

Studio Visits and Open Studio Hours:

- My studio is open to public only for hotshot visitor viewers
- Scheduled appointments and open studio hours are available for clients who have commissioned artwork by appointment only.
- Please respect my workspace and schedule; unscheduled visits may result in cancellation of commission.

***Revision Requests: ***

- I allow 2 revision requests during the commission process.
- Additional revisions will incur a fee based on extra time I have to provide for the service requested and material it requires.

***Milestones and Check-Ins: ***

- I will schedule Bi-weekly check-ins to ensure the artwork meets your expectations. This may be through video chat or studio drop by appointments.
- These check-ins will be scheduled in advance and communicated via email or text.

***Respectful Communication: ***

- I appreciate respectful and professional communication.
- Harassment, bullying, pestering, hindering or abusive language will not be tolerated and may result in commission cancellation.

***Cancellation Policy: ***

- Please note that excessive communication or micro-managing may lead to commission cancellation.
- Cancellation fees may apply based on cancellation policy fees see: (#4. Cancellation Policy, point2)

7. *Acceptance: *

By commissioning me, you acknowledge that you have read, understood, and agreed to this contact policy.

For questions or concerns,
please contact Lily Stennis-Vinson at Lilyvs.art@gmail.com or for urgent matters only by cell 402-612-4696

_ Craft and Sip Agreement Policy _

Effective Date: October 2, 2024

_ 1. Introduction _

1.1 Sculpt and Sip ("Event") is hosted by Li La LéV Boutique ("Host") and facilitated by Lily Stennis- Vinson ("Instructor").

1.2 By participating in the Event, attendees ("Participants") agree to these Terms.

_ 2. Event Details _

2.1 Event Date/Time: 5pm Thursdays, Fridays, Saturdays

2.2 Event Location: 1301 Nicholas St. Omaha, Ne

2.3 Duration: 3 Hours 30 min

2.4 Fee: \$45 (includes materials and instruction)

_ 3. Participation Requirements _

3.1 Participants must be 17+ years old.

3.2 Participants must sign this Agreement before the Event.

_ 4. Liability Waiver _

4.1 Participants acknowledge sculpture-making involves risks (cuts, injuries, etc.).

4.2 Participants release Host, Instructor, and venue owners from liability for damages/losses.

_ 5. Photography/Video Release _

- 5.1 Host/Instructor may record the Event for promotional purposes.
- 5.2 Participants grant permission for their image/voice to be used.

6. Refund/Cancellation Policy

- 6.1 50% refund for cancellations [timeframe] prior to the Event.
- 6.2 No refunds for cancellations within [timeframe] of the Event.

7. Behavior Code

- 7.1 Respect instructors, staff, and fellow participants.
- 7.2 No disruptive behavior, harassment, or intoxication.

8. Materials and Equipment

- 8.1 Host provides materials and equipment.
- 8.2 Participants are responsible for their own projects.

9. Intellectual Property

- 9.1 Host/Instructor retains rights to Event concepts and designs.
- 9.2 Participants grant Host/Instructor permission to display their work.

10. Governing Law

- 10.1 This Agreement is governed by Nebraska/Douglas laws.

Acceptance

Terms of Service Acknowledgement

By purchasing or booking services with Li La LéV Boutique, LLC, you acknowledge that you have read, understood, and agreed to our Terms of Service, including:

- Payment terms and refunds
- Cancellation policies
- Liability disclaimer
- Confidentiality agreement
- Intellectual property rights

- Governing law

*Please review our full Terms of Service at Lilyvs.com or Lilalevboutique.com

Contact

For questions or concerns, please contact Li LA LéV at Lilyvs.art@gmail.com or (402) 807-5556

Style Consultant Agreement Policy

Effective Date: Jan 2024

1. Introduction

- 1.1 Style Consultant services ("Services") are provided by Lily Stennis- Vinson ("Consultant").
- 1.2 By engaging Consultant's Services, clients ("Clients") agree to these Terms.

2. Services

- 2.1 Personalized style consultations.
- 2.2 Wardrobe analysis and organization.
- 2.3 Shopping guidance.
- 2.4 Image coaching.
- 2.5 Space arrangement
- 2.6 Décor
- 2.7 Creation of new piece

3. Consultation Process

- 3.1 Initial consultation: 60 minutes, \$10-20 depending on package.
- 3.2 Follow-up sessions: [60 minutes, \$20.
- 3.3 Package deals and discounts available.

4. Payment Terms

- 4.1 Payment due at time of service.
- 4.2 Accepted methods: [list payment methods).
 - Cash, Cash App, Venmo, PayPal, Wix Pos system.

5. Cancellation Policy

- 5.1 3-hour notice required for cancellations/rescheduling.
- 5.2 Late cancellations: \$5 fee.

6. Confidentiality

- 6.1 Consultant maintains confidentiality regarding Client's personal/style information.

7. Intellectual Property

- 7.1 Consultant retains ownership of proprietary materials/methods.

8. Liability Disclaimer

- 8.1 Consultant not liable for Client's personal/shopping decisions.

9. Communication

- 9.1 Consultant will communicate with Client via Phone call, Video, in-person

10. Termination

- 10.1 Either party may terminate Services with written notice.

11. Governing Law

- 11.1 This Agreement governed by Nebraska/ Douglas laws.

Acceptance

By purchasing or booking services with Li La LéV Boutique, LLC, you acknowledge that you have read, understood, and agreed to our Terms of Service, including:

- Payment terms and refunds
- Cancellation policies

- Liability disclaimer
- Confidentiality agreement
- Intellectual property rights
- Governing law

*Please review our full Terms of Service at Lilysv.com or Lilalevboutique.com

Contact

For questions or concerns, please contact Li LA LÉV at Lilyvs.art@gmail.com or (402) 807-5556