

## machinationsbyrosser.weebly.com

## TERMS OF SERVICE

# **Quotes and Payment**

All research, design, and pattern drafting work will be billed as labor, which is charged at a rate of \$15/hour. An estimate for total expected labor, materials, and other expenses will be quoted and agreed upon by both me and the client before any work begins on the project. Upon starting the project, a deposit of half of the quoted total will be due for materials and starting costs. The client has 30 days after agreeing upon the quoted total to pay the deposit, or else the project will be considered void and the client's spot in the work queue will be lost. By agreeing to a quoted total and paying a deposit, the client indicates that he/she has read and understands these Terms of Service.

(The Terms of Service may change at any point. In this case, the Terms at the time of the project's deposit payment will be "grandfathered," and will apply for the remainder of that project.)

Note that this first quote is an estimate: every attempt will be made to meet the original quote, but actual project costs may be greater. I will always ask a client's consent before going over the initial quoted cost for a project. Shipping costs will remain an estimate through completion of the project, since weight-based shipping is non-determinable before the item is finished.

Upon project completion, I will send you an official invoice. I must receive payment for the full balance on this invoice before shipping or releasing the project. The client has six months to provide the full payment; if the client fails to provide this payment, I reserve the right to sell or dismantle the project as I see fit. In this case, the deposit will not be refunded.

I accept PayPal, money orders, and checks. All prices will be in USD. Incremented payment plans can be arranged upon request, but the deposit and balance must be fully paid before I begin work or ship the finished project, respectively.

### **Queue System and Deadlines**

I work on only a few projects concurrently, and I will do my best to meet any deadlines that the client indicates in his/her request. If I can't meet a deadline, I will let the client know ASAP, but no later than 30 days before that deadline. Rush orders will be considered at my discretion on a case-by-case basis, and additional fees may apply.

#### Returns

All items come with a 30-day warranty: if the item malfunctions, the client may return it to

be fixed, free of charge, within 30 days of initial delivery. The item must be clean and have no evidence of obvious mistreatment, or else I will not fix it and will return it at the client's expense. I may still do repairs after this 30-day period, but charges may apply.

I may accept a return on the item, but the return must be agreed upon in advance and on a case-by-case basis. In this case, I will refund the balance but retain the initial deposit.

# **Cancelling Commissions**

I reserve the right to refuse any request for a commission: I will not do so later than the research stage (see below).

A client may cancel a commission at any point. If the client cancels during the research stage, there will be a \$30 charge to cover labor for any sketches or materials sourcing that has been done. If the client cancels after paying the deposit, I will keep the deposit. If the client cancels after materials **specific to this project** are bought, they may request that the materials be shipped or delivered to them at their expense. If the client cancels after any work has been completed on the project, I will keep the semi-completed item, unless special arrangements have been made.

## **Documentation and Branding**

I reserve the right to use any progress photos, sketches, and reference photos in any way I see fit for my portfolio or for advertising purposes. This includes pictures of the completed commission. The client may send me "action-shots" of themselves modelling their items, but I will never use these photos for promotional means without the client's permission.

I also reserve the right to include a small, washer-safe "Doozy Machina" tag in all items. I will place the tag in a discrete location where it is unobtrusive and not visible from the outside of the item.

### **Process**

The general process I follow to fulfill a commission goes as follows. Special circumstances may, of course, require additional steps, but this is the general outline I prefer.

- Request: The client will contact me with a proposed project, preferably over email at doozy.machina at gmail.com. Information I generally need includes:
  - deadlines/timescale of the project
  - o any reference photos the client can provide
  - how much money the client is looking to spend on the project
  - the level of detail the client is looking for
  - whatever movement or durability parameters the item must meet
  - the wearer's/user's approximate size (important for materials quotes. Think of this as a T-shirt size: S, M, L, XL, etc.)
- Research: I will sketch out a plan for building the project, including concept sketches, filling in any reference research, and sourcing materials. I will forward this information to the client in the form of:
  - A bill of materials
  - Any sketches or reference pictures I've found or made

- o A general plan of attack, including estimated delivery date and labor quote. If the client has any questions, concerns, or suggestions, we will reiterate until we're both satisfied with the plan. After the client agrees to the quoted estimate, half that total must be paid as a deposit within 30 days.
- <u>Building</u>: Now comes the fun part! I buy materials and start building. I'll follow the build plan as closely as possibly, but if I do need to change any details that will affect the look or functionality of the final product, I will check in with the client first. I will send updates in the form of pictures and descriptions (or sometimes just point the client towards my current projects blog).
- Completion and Delivery: Once the project is completed, I will notify the client and provide finished pictures, a final invoice, and shipping quote. The project will not be shipped (or released in-person, if the client is local) until the balance is paid in full. The client has 6 months to pay this full balance before I reserve the right to dismantle or sell the project. All scrap and leftover tools and materials will be shipped alongside the item only per special arrangement at the client's request. When the client receives his/her project, I love to see action photos and hear testimonials, but will never use them for promotion without the client's permission.

ALL QUESTIONS MAY BE DIRECTED TO erosser1629@gmail.com