

Samantha Tzambazis | Art As Imagined

Website: [www.artasimagined.ca](http://www.artasimagined.ca)

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# Resale Transfer Agreement

For the resale of original artwork by Samantha Tzambazis | Art As Imagined

SELLER (CURRENT OWNER)

Name:

Address:

Email:

Phone Number:

BUYER (NEW OWNER)

Name:

Address:

Email:

Phone Number:

ARTWORK DETAILS

Title:

Medium:

Size:

Year Created:

Edition (if applicable):

Description:

PURCHASE DETAILS

Original Purchase Price:

Resale Price:

Payment Method:

Date of Sale:

Authenticity Card Included: Yes      No

## Terms of Sale

The seller confirms that they are the legal owner of the artwork and have the right to sell it.

The artwork is sold **as-is**, with no warranties except those expressly stated in writing. The buyer acknowledges that this sale does **not** transfer copyright. The artist retains the right to reproduce the artwork in prints, merchandise, and other media unless otherwise agreed.

### COPYRIGHT & REPRODUCTION RIGHTS

The buyer **may not** reproduce, sell, or distribute the artwork without written permission from the artist.

The artist reserves the right to display the artwork in their portfolio, exhibitions, and promotional materials.

## Terms of Use

### OWNERSHIP & USAGE RIGHTS

The buyer receives ownership of the **physical** artwork only.

**Copyright and reproduction rights remain with the artist.** The buyer may not reproduce, distribute, or create derivative works without written permission from the artist.

The artist retains the right to display, license, and sell prints or other reproductions of the artwork unless otherwise agreed in writing.

### DISPLAY & PERSONAL USE

The artwork may be displayed in private or public settings (homes, offices, galleries, etc.). If displayed in a public/commercial space, credit to the artist is appreciated.

## RESALE & TRANSFER OF OWNERSHIP

The buyer may resell the **physical** artwork, but this **does not** transfer copyright or reproduction rights.

The new owner must abide by the same terms. A resale transfer agreement is provided to the buyer for any future resale, that must be used.

## MODIFICATION & DERIVATIVE WORKS

The artwork **may not** be altered, repainted, or incorporated into new works without written permission.

If framing, the buyer must ensure the artwork is preserved properly (e.g., using UV-protective glass, acid-free materials).

## DIGITAL & COMMERCIAL USE

The buyer **may not** use the artwork for commercial purposes (e.g., branding, merchandise, promotional materials) without a separate licensing agreement.

Sharing photos of the artwork on social media is allowed, but credit to the artist (@artasimagined) is required.

## LIMITED EDITIONS & PRINTS (IF APPLICABLE)

If purchasing a limited edition print, the edition number and signature authenticate its originality. Additional prints may not be made or sold by the buyer.

## REFUND & EXCHANGES

All sales are final unless the artwork arrives damaged due to shipping. In such cases, the buyer must report the issue within 3 days for a possible resolution. Shipping with insurance is strongly recommended.

## Licensing & Reproduction Rights (Optional Purchase)

If the buyer wishes to use the artwork for commercial purposes or reproduce it in any form, a separate licensing agreement must be arranged with the artist.

### Available Licensing Options:

1. **Personal Reproduction License** – Allows the buyer to create personal reproductions (e.g., prints for their home) but not for resale.
2. **Limited Commercial License** – Grants the right to use the artwork in a specific commercial project (e.g., branding, promotional materials, or a single product line).
3. **Full Commercial License** – Transfers broader usage rights, including reproduction for resale (prints, merchandise, etc.). Copyright still remains with the artist unless explicitly transferred.

### TERMS OF LICENSING

The licensing fee depends on usage scope, duration, and exclusivity.

A formal **licensing agreement** must be signed before any commercial use.

Unauthorized commercial use of the artwork without a proper license will result in legal action.

For licensing inquiries, contact Samantha at [sammietzambasis@artasimagined.com](mailto:sammietzambasis@artasimagined.com) or visit [www.artasimagined.ca](http://www.artasimagined.ca).

## Resale & Transfer of Ownership

If the buyer decides to sell or transfer ownership of the **physical** artwork to a new owner, the following terms apply:

### GENERAL RESALE TERMS

The original buyer may sell or gift the **physical** artwork, but this **does not** transfer copyright or reproduction rights.

The new owner must abide by the same **Terms of Use** outlined in this agreement.

The new owner **may not** reproduce, sell prints, or use the artwork for commercial purposes without a separate licensing agreement.

### REQUIRED DOCUMENTATIONS FOR RESALE

The seller is responsible for informing the new owner of the artwork's terms. To formalize the resale, the following steps should be taken:

**Bill of Sale** – The seller should provide the new owner with a bill of sale (available for download on artist's website), including:

- Artwork details (title, medium, size, year created)
- Seller and buyer names
- Date of transfer
- Price (if applicable)
- A statement that the **physical artwork** is being transferred but **copyright remains with the artist**
- Signatures of both parties

**Transfer Agreement** – The new owner must sign the Transfer Agreement, acknowledging that they understand and agree to the same Terms of Use that applied to the seller.

The seller may provide a printed or digital copy of the Transfer Agreement, or can download a copy of the agreement to use found on the artist's website.

When transferring the artwork, please keep copies of all agreements together for reference. This document package should also include the original authenticity card, bill of sale, and the purchase history document.

### Optional Artist Notification

While not required, the original buyer is encouraged to notify the artist of the transfer so they can keep records of the artwork's provenance. Sending a copy of new agreements is appreciated.

If the new owner is interested in licensing or commercial use, they must contact the artist directly.

By signing below, both parties acknowledge that they have read, understood, and agreed to the terms of this resale transfer.

For licensing inquiries or reproduction rights, contact:

Samantha Tzambazis | Art As Imagined  
Email: [sammietzambazis@artasimagined.com](mailto:sammietzambazis@artasimagined.com)  
Website: [www.artasimagined.ca](http://www.artasimagined.ca)

### Signatures

\_\_\_\_\_  
Seller signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date