



# PROPOSAL KIT SAMPLE

## SAMPLE CONTRACT PACK DOCUMENT

Scroll down to read the first part of this sample contract document. When purchased, the complete contract is included in an editable Word format.

When purchased, the Proposal Kit Professional or Contract Pack will also include many related documents many of which are designed to work together.

For example, some documents are used in a longer sequence one after the other. Some include optional exhibit and schedules.

Also see this article for proposal and contract writing best practices:



<https://www.proposalkit.com/htm/business-proposal-writing-tips.htm>

[Click here to purchase Contract Pack](#)

## CEASE AND DESIST LETTER

<<CurrentDate>>

### VIA MAIL AND EMAIL

<<CustCompany>>

Attn: DMCA/Copyright Agent

<<CustAddress1>>

<<CustAddress2>>

<<CustCity>>, <<CustState>> <<CustPostalCode>>

<<CustEmail>>

### Re: Unauthorized Use of Copyrighted Work

It has come to our attention that you have made an unauthorized use of our copyrighted work, a << Insert type of media, i.e., photograph, video, publication, etc. >> entitled << Insert the name of the infringed work >> (the "Work"). The infringed Work is on file with the U.S. Copyright Office << Insert copyright filing number >>. The Work is available for paid license and can be viewed at our << Insert name of web site >> web site:

**<< Insert direct link to the original infringed work. This statement is written on the assumption that most copyright infringement will be from source material copied from the Internet. If the infringement was from physical works, change the description accordingly. Also, submit the cease and desist demand with printed copies of both the original source material and infringing material. >>**

This web page makes clear in several locations that the Work is copyrighted and that any unauthorized use is prohibited.

<<CustCompany>> has made unauthorized use of the Work in a << Insert description of how the work was infringed, i.e., web site, advertisement, mass email campaign, etc. >> (see attachment). No license has been purchased by <<CustCompany>> from <<Company>> and no authorization was given by <<Company>> to use this copyrighted and registered work.

<< Insert any extra information that helps back up your infringement claim, such as any research you have done regarding specifically when the infringement occurred, third-party information that helps your case, and information about who effected the infringement. >>

As you can easily determine by comparing the Work and the infringing version, they are the same. << If you can show willful violations such as copyright notices, watermarks, etc. being removed, describe these alterations to the infringed work. >>

<<CustCompany>> distributed this infringing work via a << Insert description of how the infringing work was distributed >> on << Insert date that the infringement occurred or was detected >>.

As you are no doubt aware, copyright ownership in original works vests in the author or creator of the work (17 U.S.C. § 201(a)). It is a violation of U.S. copyright law to reproduce and/or prepare a derivative of a copyrighted work (17 U.S.C. § 106). It is also a violation of our license agreement to make unauthorized use of copyrighted content without payment or permission. In addition, under 17 U.S.C. § 1202, it is unlawful to remove or alter copyright management information, including identifying information about the copyright owner contained in a digital watermark.

<< If there are other issues that were violated by the unauthorized copying, also state them here. For example, the normal use of an image may require separate written authorization from a third party, such as the use of an image requiring not only a license but written permission from a recognizable person in a photograph. Add as many details as possible to your claim, showing as many problems created by the infringement as possible. >>

**<< If you can show a willful violation (such as the removal of copyright statements or watermarks), add the following statement:**

**The removal of a digital watermark, after the Work was copied from a web page clearly identifying it as copyrighted and for**

licensed use only, indicates that the infringement has been performed willfully. Under 17 U.S.C. §§ 504 and 505, infringer could be liable for statutory damages as high as \$150,000 per violation together with attorneys' fees and costs necessary to secure a judgment in court.

Reword that statement as needed. The statement above is based on the assumption that

## DEMO CONTRACT

This demo contract has been truncated. The complete 2 page editable version of this document is available in the Contract Pack template collections

<https://www.proposalkit.com/htm/legal-contract-templates/problem-notification/copyright-cease-and-desist-notification-form-verbose.htm>

Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.

This contract document is included in the [Proposal Kit Professional](#) and one or more [Contract Pack](#) products.

This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

[ProposalKit.com/htm/proposal-software-products.htm](http://ProposalKit.com/htm/proposal-software-products.htm)

