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State of _____

BUY-SELL AGREEMENT

This Buy-Sell Agreement (this "Agreement") is made as of this ____ day of _____, 20____ (the "Effective Date"), by and among _____ [Company name], a _____ [State] corporation located at _____ [Address] (the "Company") and each of the individuals listed on Schedule A attached hereto (each a "Shareholder" and collectively, the "Shareholders").

ARTICLE I PURPOSE

1. **Shares.** The Shareholders own all of the outstanding shares of the Company (the "Shares") in the amounts outlined in Schedule A.

2. **Purpose.** The Shareholders have entered into this agreement to: (Check all that apply)

- Restrict the transfer of the Shares by Shareholders
- Ensure any sale of the Shares is in accordance with established procedures
- Provide stability and continuity in the management of the Company
- Maintain ownership or control of the Company
- Create a market for Shareholders to sell Shares
- Determine how Shares will be transferred in the event of a death, disability, or other involuntary transfer of Shares
- Set an estate tax value for a deceased Shareholder's Shares
- Establish an accepted purchase price for Shares
- Other: _____

ARTICLE II RESTRICTIONS ON TRANSFER

1. **Restriction on Transfer.** Except as permitted in this Agreement, the parties will not sell, transfer, pledge, assign, hypothecate, encumber or alienate (each a "Transfer") any of the Shares. Any Transfer not in accordance with this Agreement shall be void.

2. **Certificates.** (Check one)

- Not applicable.
- All certificates representing the Shares now owned or hereafter acquired by each Shareholder shall have the following legend conspicuously printed on its face:



AGREEMENT FOR SONG REMIXING

Agreement made this ____ day of _____, 20____, by and between (herein the "Artist"), Remixer referred to as the "Artist" and (herein the "Remixer"), Remixer referred to as the "Remixer" for the purpose of engaging various legal issues regarding the remix of the song (herein the "Song") to be remixed by the undersigned parties.

1. **Equipment.** Artist hereby engages Remixer to carry out remix service and to deliver a remixed version of an original song (the "Remix") to be manufactured, licensed and distributed of records and any and all other uses of the Remix.

2. **Services.**
a. Remixer services hereunder shall be non-exclusive, but on a first priority basis to Artist until such time as Remixer services have been fully performed. Remixer will deliver a fully edited and mastered remixed version of the Song that is technically and commercially satisfactory to Artist by the end of recording.
b. Remixer will perform such services as are customarily performed by remixer in the record industry, including, without limitation, arranging for the use of recording studios, additional performers and other necessary technical facilities.

3. **Copyrights.** All rights to the sale, license, and any related use of the original and remixed musical work are reserved to and maintained by the undersigned artist. The Remix and, from inception of its creation, be considered a "work made for hire" for Artist within the meaning of the Copyright Act of 1976 (Title 17, U.S.C.), and shall be owned by the Artist. All rights in the Remix, together with all digital rights, shall be deemed assigned to Artist by this Agreement, without limiting the generality of the preceding sentence. Artist and its designees shall have unrestricted worldwide and perpetual right to use, sell, license, distribute and exploit the Remix in any all media whether now known or hereafter devised, or to which they hereafter. Remixer reserves all moral rights in the Remix.

Disclaiming notice: Remixer sometimes engage for the right to create a separate sound recording copyright in their own. This is possible if they have added enough original elements, or have re-created the sound of the remix, process to create a separate sound recording copyright. Artist are advised to seek legal advice on what the remixer can do with a version of a song of which the copyright is retained by the remixer.

4. **Compensation.**
a. In consideration of the rights granted by Remixer to Artist and all services rendered by the Remixer in connection with the Remix, and conditioned upon the performance of the material terms and conditions of this agreement, Remixer shall be entitled to receive the following: fifty percent (50%) of any and all net profit earned through the sale, license or commercial exploitation of the Remix as hereinafter defined. (50% does not include of those funds the artist, net profit shall means all income earned and collected by artist in connection with the sale, license or commercial exploitation of the Remix, less all costs and expenses incurred by artist, including, without limitation, cost of collection, royalties or other monies paid to third parties, administration fees, manufacturing costs, legal fees, management commissions and agency commissions.

Disclaiming notice: A remixer may only receive a non-responsible, one-off fee for his work or a combination of different fee and royalties. If a fee is being offered to the remixer please add the following wording:

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CEASE AND DESIST DEFAMATION SAMPLE FORM

DATE

FOR NEGOTIATION
AND SETTLEMENT PURPOSES ONLY

Re: Defamation
Our client:

Dear _____:

Please be advised that our firm has been retained by _____ to investigate and take legal action against you for making unwarranted and defamatory attacks against him and made by you.

(Description)

_____ has been a _____ for in business _____ years and is also employed as _____.

_____ has established a well founded reputation as a _____ and college professor and your unwarranted actions and baseless accusations have damaged that reputation and adversely affected our client's business.



You have personally stated willfully false and misleading comments about our client. An example of your defamatory statements is as follows:

(Describe defamatory statements)

The above statements made in reference to _____ are utterly false and without merit, and they are defamatory per se in that they depict our client as engaging in fraudulent activity that violates civil and criminal law.

Your attempts to spread libelous/landerous and defamatory material about our client have raised serious and irreparable injury to his reputation and his business. Our client will not stand by and allow this misconduct to continue.

We hereby that demand you:

Primary   

On Saturday, August 16, 2014, Megan Toohey <megantoohey86@gmail.com> wrote:

Megan Elizabeth Toohey of Manassas, VA, 20109

Cary Weidemann
Coordinator of fairtaxundieground.com

August the 16th of 2014

RE: Cease and desist from stalking, harassing, cyberbullying, online harassment via va code status, use of copyrighted photos without consent, impersonation via computer in your threads/identity theft and negligence of moderation causing intention infliction of damages and pain and suffering.

Dear Mr. Weidemann:

This CEASE AND DESIST ORDER is to inform you that your persistent actions including but not limited to stating your site does not permit bullying, personal attacks or impersonation and I have brought this to your attention 4 times no with no moderation have become unbearable. You are ORDERED TO STOP such activities immediately as they are being done in violation of the law and a criminal and civil investigation are underway.

I have the right to remain free from these activities as they constitute online harassment, but also breach many of my civil rights and I will pursue any legal remedies available to me against you if these activities continue. These remedies include but are not limited to: using law enforcement in the open case 14-120440 to obtain criminal sanctions against you, and suing you and your forum participants in a John Doe suit to obtain ip and ISP addresses. I will also sue civilly for damages I have incurred as a result of your actions and those of the people you refuse to moderate even though they have violated the terms of the site.

Again, you must IMMEDIATELY STOP the threads that give any personal details to my identification such as phone number, email, company, address, lewd and lascivious comments. Also people who have posted as me but are not me and anything that violates the VA code for online harassment towards me anywhere within your forum. This includes advertising me as a prostitute, a meth head and a drug dealer. As well as any comments that are personal attacks as I have been a poster on your forum and am now being attacked. I will need you to send me written confirmation that you will stop such activities. If you don't you risk incurring some very severe legal consequences if you fail to comply with this demand.

This letter acts as your final warning to discontinue this unwanted conduct before I pursue further legal actions against you. At this time, I am not filing civil suit against you, as I hope we can resolve this matter without court involvement. I am not under any circumstances, however, waiving any legal rights I have presently, or future legal remedies against you by sending you this letter. I have screenshots of all the threads and posts in question as well as my repeated and ignored attempts to resolve this matter. This order acts as ONE FINAL CHANCE for you to cease your illegal activities before I exercise my rights. I also included the letter you wrote that states the forums rules and your obligation as you wrote as moderator showing no personal attacks or impersonation. This shall suffice as proper evidence showing why those posts and the illegal ones shall NEED to be removed immediately.

To ensure compliance with this letter, and to halt any legal action I may take against you, I require you to fill in and sign the attached form, hand sign and email (or request address to mail) it back to me within 7 days of today the sending date of this letter. Failure to do so will act as evidence of your infringement upon my civil, and legal rights, and I will immediately seek legal avenues to remedy the situation.

Sincerely,

Megan Elizabeth Toohey

CEASE AND DESIST COMPLIANCE AGREEMENT

I, Cary Weidemann, do hereby agree to stop the forum thread "megan Toohey of chant illy" and remove all illegal content or content that can be used to further harass or cyberstalking her including any post the infringes the legal code of online harassment and any posts in any forums that have not already been taken down. Also any post that used her picture without a consent of copyright sharing or model release from the poster that have been used of a one, Megan E Toohey. I understand these posts which are in violation of Megan E Toohey's

Today's date

Your name
Your address

Collector's name
Collector's address

Re: (insert account number or account name)

Mr./Ms. (Collector's last name):

This letter is in response to the many phone calls I have been receiving from you.

According to the Fair Debt Collection Practices Act, [15 USC 1692c] Section 805 (c) **Communication**, you must stop all communication with me after receiving a letter that I no longer wish to communicate with you. Therefore, do not call me at home, at work, on my phone or at any other location.

Now that you have received this *Ceasing Communication* letter, in accordance with the Fair Debt Collections Act, you may only contact me to inform me that there will be no collection efforts or to notify me that a specific action will be taken.

Please be advised that I am well aware of my rights and know that any further contact by your company, except a communication confirming there will be no further contact and notification of a specific action you intend to take, is in violation of the Fair Debt Collection Practices Act. I am also aware that any contact you make to a 3rd party concerning me violation of the Fair Debt Collection Practices Act, specifically Section 805 (b)2.

I am keeping accurate records of all correspondence from you so if you continue to contact

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Well, according to the classic conception of copyright law, yes. Our IP lawyers would be happy to talk and discuss your case. trademarks, food law, cannabis, ip, startups Specific works covered by Copyright include: Painting, graphic and sculptural works Literary works Dramatic works Motion Pictures Sound recordings Architectural works Copyright law flexible as the most nuanced artistic works may potentially fall into one of these larger categories, provided the work meets the most fundamental criteria of being new and sufficiently creative. Note: Initial replies are saved automatically during document preview.This screen can be used to save additional copies of the replies. However, sometimes the parties may refuse to cooperate or challenge copyright. Youll be able to click the A @ AAComplete with member informationÁAs Information A @ AA button to complete the party informationÁÁÁ It' important at this stage to be honest with yourself (and your lawyer!); how strong a copyright claim was made in the letter? Everything? The idea here that the Copyright Office wants to protect artists who are worthy of protection without unnecessarily limiting the freedoms future artists. We have experience in important law firms and international banks with expertise in business, commercial, financial, banking, litigation, family, succession and corporate law. This document should be used by representatives of the copyright holder. Users who wish to use this document must make sure they are the rightful holders of a copyright, they must seek references from copyright laws enoizrcsed enoizrcsed anu escínrof ossE ,etseihr elled anussen o/e ,etseihr elled enucía ,etseihr el ettut erafísdíds ebbervod ís ehc eresse 'Aup 'erotúe d' íttírd íout í odnalov aítis onclauq ehc ísneP ,inoizídsíruig evíttepsír of the copyrighted work, and how is the infringing party encroaching on one's enjoyment of their copyright.À Á Sometimes, copyright infringements are purely incidental. Our lawyers are qualified in numerous common law jurisdictions including the United Kingdom, Australia, New Zealand, India, Singapore and Hong Kong. A monetary settlement to release the infringing party from liability. The idea here is that we can tolerate the use of another's work if it is for objectively altruistic purposes but not if it is a naked attempt to turn a profit off of another's work. Before either claiming Fair Use as a defense or evaluating your rights as the Copyright holder in light of the Fair Use doctrine, please be aware of its limitations. Principally, the purpose in drafting and sending one of these letters is to let your opposition know that you are aware of the infringement, that you would like the copyright infringement to cease, and that you are prepared to enforce your Copyright. Removal of your Copyrighted work from the offending piece A licensing fee to pay for previous unauthorized use of the copyright. An original author wrote the copied paragraph of text and a newspaper has seemingly copied it in its entirety. Nature of the copyrighted work: Reports, factual documents, and more technical works may support a claim of fair use. It requires the infringing party to give the undertaking to cease and desist from infringing the copyright in future. On the most fundamental level, a Copyright is a legal right which protects ones creative and original work from impermissible appropriation. Portion of the copyrighted work used: Posting a screen shot of a movie scene on a blog may constitute fair use, whereas making the entire movie available for free would be infringement. Copyrights specifically protect original works of authorship including artistic, musical, literary, and dramatic works. 2. Remember, the first ílgatted í eralípmoc e" etaeRCA -à éA etnaslup lus cílc íaf " ,evítaerC " ,arusim ní ,etneícífíus arusim anu a ,onemla onos ehc erépo elleuq a olós onacílppa ís e " Áttínetrap alled ílanígiro írovál" thgiryroc led ottírd íd eruttepoc . 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Try the violating part respected your requests with a specific date. Have you really copied their work? Starting from the beginning; talk with a Lawyer and send a letter of formal notice for copyright infringement. Document Preview: Description: This A a notification letter informing a party that is infringing your customer's copyright. The undertaking should be signed by the infringing party. How do I use this document? Ask all parties to carefully review the document and make final changes to make sure the details are correct before signing the document. Copyright Quitting and desisting letters very often can lead to a quick and painless resolution of the issue of whether it is handled properly. Did you know you copied their work before you copied it? It explains how right of author was infringed, as well as an addendum containing specific evidence

