

CONTRACT BREACH DEMAND LETTER

[YOUR FULL LEGAL NAME] [YOUR ADDRESS]

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

[RECIPIENT S NAME] [RECIPIENT S ADDRESS]

Re: Notice of Material Breach of Contract — Demand to Cure

Dear [RECIPIENT S NAME]:

This letter serves as formal notice that you are in **material breach** of contractual obligations owed to [YOUR FULL LEGAL NAME] and as a **demand to cure** such breach within the time period set forth below.

I. The Agreement

On ****, the parties entered into that certain [TITLE DESCRIPTION OF THE CONTRACT] (the "Agreement"). [YOUR FULL LEGAL NAME] has performed, or stands ready, willing, and able to perform, all conditions precedent and all material obligations required under the Agreement.

II. Factual Background

[FACTUAL BACKGROUND DATES EVENTS AGREEMENT CONTEXT]

III. Provisions Breached

You have materially breached the Agreement in the following specific respects:

[SPECIFIC CONTRACT PROVISIONS BREACHED CITE SECTION]

Your conduct constitutes a **material breach** of the Agreement and a breach of the **implied covenant of good faith and fair dealing** recognized under the laws of the State of [STATE]. The breach has deprived [YOUR FULL LEGAL NAME] of the substantial benefit of its bargain and has caused direct, consequential, and incidental damages reasonably foreseeable at the time of contracting (Hadley v. Baxendale, 9 Ex. 341 (1854)).

IV. Demand to Cure

Pursuant to the notice-and-cure provisions of the Agreement (and independent of them, as a matter of common law), you are hereby placed on notice of breach and **DEMANDED** to cure within **14 (fourteen) days** of receipt of this letter by:

(a) specifically performing the defaulted obligations identified above; and/or (b) tendering payment of damages in the amount of **\$0.00**, representing [YOUR FULL LEGAL NAME]'s reasonably foreseeable losses caused by the breach.

[SPECIFIC ACTIONS DEMANDED PAY RETURN]

VI. Consequences of Failure to Cure

If we do not receive compliance by the deadline, we will pursue all available legal remedies without further notice, including filing suit to recover the amount owed plus interest, costs, and attorneys' fees where permitted.

If you fail to cure, [YOUR FULL LEGAL NAME] will treat the Agreement as terminated for material breach and pursue expectation, consequential, and incidental damages, pre-judgment interest, and, where supported, specific performance, injunctive relief, attorneys' fees, and costs. All rights and remedies, at law and in equity, are expressly reserved.

VII. Preservation of Evidence

You are directed to preserve all documents, communications, and ESI relating to the Agreement and its performance.

Sincerely,

[YOUR FULL LEGAL NAME]

PRINTED NAME

SIGNATURE

DATE