Rev. 134B09E

| **BREACH OF CONTRACT DEMAND LETTER**  |
| --- |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_

From

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Via Certified Mail**

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

This letter is to inform you that you have materially breached the following contract \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Contract title], dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_. You have breached this Agreement by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Description of Breach]

Please provide a detailed, written explanation for your actions that violated the terms of the Agreement. Additionally, please provide what actions you intend to take in order to remedy your breach of the Agreement.

This letter is intended for settlement purposes only and is confidential in nature. The communications contained in this letter may not be used for any other purpose in any proceeding that may be initiated by either party in any court or legal proceedings.

This serves as official notice of your breach. If you do not provide a satisfactory response within \_\_\_ days from receipt of this letter, we reserve the right to either resume performance of the Agreement or terminate the Agreement, in accordance with the breach, termination, and/or other applicable clauses within the Agreement.

You are legally obligated to maintain and preserve any and all documents, materials, and information, in all forms, that may be potentially relevant to the subject matter, or discoverable in any potential action as a result of this breach.

While we are prepared to file a lawsuit against you for this breach, we hope to be able to reach a mutually acceptable resolution without the necessity of a public lawsuit. Therefore, It is in the best interest of all parties to resolve this matter amicably and as soon as possible. Should this issue not be resolved, we reserve the right to pursue any and all available legal and equitable remedies.

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name/Company name]
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Address]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Phone]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Email]