

BREACH OF CONTRACT NOTICE

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Date: [DATE OF NOTICE]

From (the "Non-Breaching Party"): [YOUR NAME OR BUSINESS NAME], with a mailing address of [YOUR ADDRESS] ("Non-Breaching Party," "I," or "we").

To (the "Breaching Party"): [OTHER PARTY NAME OR BUSINESS NAME], with a mailing address of [OTHER PARTY ADDRESS] ("Breaching Party" or "you").

Sent by: [CERTIFIED MAIL, RETURN RECEIPT REQUESTED / EMAIL / HAND DELIVERY / THE METHOD REQUIRED BY THE CONTRACT].

Re: Notice of breach of [NAME OF CONTRACT] dated [CONTRACT DATE].

Recitals. This letter (this "Notice") gives the Breaching Party formal, written notice that it is in breach of the agreement identified below (the "Contract"), describes the breach, and demands that the Breaching Party cure the breach within the period stated in **Section 4**. The Non-Breaching Party sends this Notice to satisfy any notice-and-cure requirement in the Contract and to preserve its rights. Nothing in this Notice waives, limits, or releases any right or remedy of the Non-Breaching Party, all of which are expressly reserved.

1. The Contract

1.1 Identification. The parties are bound by the Contract titled [CONTRACT TITLE], dated [CONTRACT DATE], between the Non-Breaching Party and the Breaching Party [and any other parties].

1.2 Relevant obligations. Under the Contract, the Breaching Party agreed to [DESCRIBE THE OBLIGATION(S) AT ISSUE — e.g. deliver goods or services by a date, pay a stated amount, maintain a standard of performance, refrain from a described act], as set out in [SECTION OR PARAGRAPH NUMBER(S) OF THE CONTRACT].

1.3 The Non-Breaching Party's performance. The Non-Breaching Party has performed, or stands ready and able to perform, all of its own material obligations under the Contract, except to the extent its performance is excused by the Breaching Party's breach.

2. The Breach

2.1 Description of the breach. The Breaching Party has breached the Contract in the following way: [DESCRIBE THE BREACH SPECIFICALLY — what was required, what the Breaching Party did or failed to do, and the relevant dates].

2.2 Materiality. The Non-Breaching Party considers this breach to be [material / a default entitling the Non-Breaching Party to the remedies described below] because [EXPLAIN WHY — e.g. it defeats the purpose of the Contract, causes loss, or violates an express condition].

2.3 Supporting facts and records. The breach is supported by **[INVOICES / DELIVERY RECORDS / CORRESPONDENCE / THE CONTRACT ITSELF / OTHER EVIDENCE]**, copies of which are **[enclosed / available on request]**. The Non-Breaching Party reserves the right to rely on additional evidence.

3. Effect of the Breach

3.1 Harm caused. As a result of the breach, the Non-Breaching Party has suffered or is likely to suffer **[DESCRIBE — e.g. financial loss, delay, lost business, additional cost to cover, or other harm]**.

3.2 Amounts at issue (if any). To the extent the breach involves money, the amount currently at issue is approximately **[\$AMOUNT]**, which may increase as losses continue to accrue. This figure is provided in good faith and without prejudice to a different amount later proven.

3.3 Reservation as to damages. The Non-Breaching Party reserves the right to quantify and seek all damages and other relief to which it is entitled, whether or not described in this Notice.

4. Demand to Cure

4.1 Demand. The Non-Breaching Party demands that the Breaching Party cure the breach by **[DESCRIBE THE CURE — e.g. completing performance, paying the amount owed, correcting the defective work, or ceasing the prohibited act]**.

4.2 Cure period. The Breaching Party must complete the cure on or before **[DEADLINE DATE — e.g. [NUMBER] days from the date of this Notice, or the cure period stated in the Contract if longer]** (the "Cure Period").

4.3 Contractual cure provisions control. If the Contract specifies a different notice method, cure period, or content, that provision controls and this Notice is intended to comply with it. Where the Contract is silent, the Non-Breaching Party has set a commercially reasonable Cure Period.

4.4 Confirmation of cure. The Breaching Party should provide written confirmation when the cure is complete so the Non-Breaching Party can verify it.

5. Consequences of Failure to Cure

5.1 Remedies on failure to cure. If the Breaching Party does not cure within the Cure Period, the Non-Breaching Party may exercise all rights and remedies available under the Contract and applicable law, which may include **[terminating the Contract / withholding or suspending its own performance / seeking damages / seeking specific performance or injunctive relief / pursuing any other available remedy]**.

5.2 Recovery sought. In any such proceeding, the Non-Breaching Party may seek **[direct and consequential damages as allowed by the Contract, interest, court costs, and, where the Contract or a statute allows, attorneys' fees]**.

5.3 Mitigation. The Non-Breaching Party intends to take reasonable steps to mitigate its damages and reserves the right to recover the reasonable costs of doing so.

6. Reservation of Rights and No Waiver

6.1 All rights reserved. This Notice is not a complete statement of the facts or law, and is not a waiver or release of any right, claim, or remedy. The Non-Breaching Party expressly reserves all rights and remedies available under the Contract and at law or in equity.

6.2 No waiver by forbearance. Any delay or forbearance by the Non-Breaching Party in enforcing the Contract, including accepting partial or late performance, does not waive the breach or the Non-Breaching Party's rights unless made in a signed writing.

6.3 No election of remedies. Sending this Notice is not an election of remedies and does not commit the Non-Breaching Party to any single course of action.

7. Opportunity to Resolve and Governing Law

7.1 Preference for resolution. The Non-Breaching Party would prefer to resolve this matter cooperatively and is willing to discuss a reasonable resolution if the Breaching Party responds promptly and in good faith.

7.2 Dispute resolution. If the Contract requires negotiation, mediation, or arbitration before suit, the parties will follow that process. **[OPTIONAL: describe any required pre-suit dispute-resolution step.]**

7.3 How to respond. Please direct any response to **[CONTACT NAME]** at **[EMAIL / PHONE / ADDRESS]** before the end of the Cure Period.

7.4 Governing law. The Contract and this Notice are governed by the laws of the State of **[STATE]**, and any action may be brought in the courts located in **[COUNTY, STATE]** or as otherwise required by the Contract or by law.

Please treat this Notice as the Non-Breaching Party's formal notice of breach and demand to cure. The Non-Breaching Party reserves all rights if the breach is not cured within the Cure Period.

NON-BREACHING PARTY

Signature: _____

Printed name: **[NAME]**

Title: **[TITLE OR N/A]**

Date: _____

Enclosures: [LIST ENCLOSED DOCUMENTS, OR "None"]

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