

# DEMAND LETTER

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your situation, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

**Date:** [DATE OF LETTER]

**From (the "Claimant"):** [YOUR NAME OR BUSINESS NAME], with a mailing address of [YOUR ADDRESS], email [YOUR EMAIL], phone [YOUR PHONE] ("Claimant," "I," or "we").

**To (the "Recipient"):** [RECIPIENT NAME OR BUSINESS NAME], with a mailing address of [RECIPIENT ADDRESS] ("Recipient" or "you").

**Sent by:** [CERTIFIED MAIL, RETURN RECEIPT REQUESTED / EMAIL / HAND DELIVERY / OTHER METHOD].

**Re:** Formal demand for [PAYMENT OF \$AMOUNT / PERFORMANCE / RETURN OF PROPERTY / CORRECTIVE ACTION] relating to [BRIEF DESCRIPTION OF MATTER].

**Recitals.** This letter (this "Demand") is a formal, written demand that the Recipient [pay a stated amount, perform an obligation, cure a default, return property, or stop a described action] by the deadline stated below. The Claimant sends this Demand in a good-faith effort to resolve the matter described in **Section 1** without resorting to litigation. Nothing in this Demand waives, limits, or releases any right or remedy available to the Claimant, all of which are expressly reserved. In setting out the facts and the demand below, the Claimant intends to give the Recipient a fair and final opportunity to make things right.

## 1. Background and Facts

**1.1 Relationship of the parties.** The Claimant and the Recipient are parties to, or otherwise connected through, [a contract dated [DATE] / a transaction / an account / an incident / a course of dealing] described as [DESCRIBE THE RELATIONSHIP OR AGREEMENT].

**1.2 What happened.** The facts giving rise to this Demand are as follows: [STATE THE FACTS IN PLAIN, CHRONOLOGICAL ORDER — what was agreed or owed, what the Recipient did or failed to do, and the relevant dates and amounts].

**1.3 Supporting documentation.** The Claimant's position is supported by [INVOICES / THE CONTRACT / EMAILS / RECEIPTS / PHOTOGRAPHS / OTHER RECORDS], copies of which are [enclosed / available on request]. The Claimant reserves the right to rely on additional documentation and evidence.

**1.4 No prior resolution.** Despite [prior requests / informal discussions / prior notices, if any], the matter remains unresolved as of the date of this Demand, which is why the Claimant now makes this formal Demand.

## 2. Legal Basis for the Demand

**2.1 Grounds.** The Claimant asserts that the Recipient is liable on one or more of the following grounds: [breach of contract / nonpayment of a debt / conversion or wrongful retention of property / negligence / violation of an applicable consumer-protection, trade, or other law], as those grounds apply under the law of [STATE].

**2.2 Obligation owed.** Under that legal basis, the Recipient owes the Claimant the duty to **[pay the amount stated below / perform the described obligation / return the described property / cease the described conduct]**.

**2.3 Good-faith assertion.** This Demand is made in good faith and is based on the Claimant's understanding of the facts and applicable law. The Claimant does not concede any defense the Recipient may assert and reserves the right to respond to any such defense.

### 3. The Demand

**3.1 Primary demand.** The Claimant demands that the Recipient, on or before the deadline in **Section 4: [pay the Claimant the sum of \$[AMOUNT] / perform the following obligation: [DESCRIBE] / return the following property: [DESCRIBE] / stop and refrain from the following conduct: [DESCRIBE]]**.

**3.2 Itemization (if monetary).** If this Demand is for payment, the amount demanded is itemized as: principal **[SPRINCIPAL]**; interest or late charges, if contractually or legally allowed, **[INTEREST]**; and other recoverable amounts **[OTHER]**, for a total of **[TOTAL]**. Interest may continue to accrue at **[the contract rate / the rate allowed by [STATE] law]** until paid in full.

**3.3 Method of compliance.** The Recipient may satisfy this Demand by **[paying to [NAME] at [ADDRESS] by [acceptable methods] / delivering the property to [LOCATION] / providing written confirmation that the conduct has stopped]**. Please reference **[MATTER OR ACCOUNT NUMBER]** with any payment or response.

### 4. Deadline to Comply

**4.1 Deadline.** The Recipient must fully comply with this Demand on or before **[DEADLINE DATE — e.g. [NUMBER] days from the date of this letter]** (the "Deadline").

**4.2 Reasonableness.** The Claimant believes the Deadline gives the Recipient a reasonable opportunity to respond. If applicable law requires a longer notice or cure period for this type of claim, the longer period applies.

**4.3 Counting time.** Unless applicable law provides otherwise, the time runs from the date this Demand is sent or, where required, from the date it is received. The Claimant will calculate any required period consistent with applicable law.

### 5. Consequences of Non-Compliance

**5.1 Escalation.** If the Recipient does not comply by the Deadline, the Claimant may pursue all available remedies, which may include filing a lawsuit, referring the matter to **[a collection agency / counsel]**, or initiating **[arbitration / small-claims / other]** proceedings, without further notice.

**5.2 Additional recovery sought.** In any such proceeding, the Claimant may seek the amount demanded above, plus **[pre- and post-judgment interest, court costs, and, where a contract or statute allows, attorneys' fees]** to the extent permitted by law.

**5.3 Mitigation and preservation.** The Claimant intends to take reasonable steps to mitigate damages. The Recipient is reminded to preserve all documents, communications, and electronic records relevant to this matter, as they may be discoverable in litigation.

### 6. Opportunity to Resolve

**6.1 Preference for resolution.** The Claimant would prefer to resolve this matter without litigation and is willing to discuss a reasonable resolution, including **[a payment plan / a settlement / a corrective-action plan]** if

proposed promptly and in good faith.

**6.2 How to respond.** Please direct any response to **[CONTACT NAME]** at **[EMAIL / PHONE / ADDRESS]**. A timely, substantive response may avoid the escalation described in **Section 5**.

**6.3 Settlement discussions.** Any settlement discussions are made without prejudice and may be subject to applicable rules protecting compromise negotiations. Nothing said in those discussions is an admission by either side.

## 7. Reservation of Rights

**7.1 All rights reserved.** This Demand is not a complete statement of the facts or law, and is not a waiver or release of any right, claim, or remedy. The Claimant expressly reserves all rights and remedies available at law or in equity.

**7.2 Not legal advice to the Recipient.** This Demand states the Claimant's position only. The Recipient should consult its own attorney about its rights and obligations.

**7.3 No election of remedies.** Sending this Demand does not commit the Claimant to any single course of action and is not an election of remedies. The Claimant may pursue any combination of remedies allowed by law.

**7.4 Governing law.** This matter is governed by the laws of the State of **[STATE]**, and any dispute may be brought in the courts located in **[COUNTY, STATE]** or as otherwise required by an applicable agreement or by law.

Please give this Demand your immediate attention. The Claimant looks forward to the Recipient's prompt compliance or response by the Deadline.

### CLAIMANT

---

Signature: \_\_\_\_\_

---

Printed name: **[NAME]**

---

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

---

Date: \_\_\_\_\_

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

---

*Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.*