

NOTICE OF TERMINATION

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Date: [DATE OF NOTICE]

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

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

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

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

Recitals. This letter (this "Notice") gives the Receiving Party formal, written notice that the Terminating Party is terminating the agreement identified below (the "**Contract**") in accordance with its terms and applicable law. The Terminating Party sends this Notice to satisfy any notice requirement in the Contract, to state the effective date of termination, and to set out each party's obligations on and after termination. Nothing in this Notice waives, limits, or releases any right or remedy of the Terminating Party that survives termination, all of which are expressly reserved.

1. The Contract Being Terminated

1.1 Identification. This Notice terminates the Contract titled [CONTRACT TITLE], dated [CONTRACT DATE], between the Terminating Party and the Receiving Party [and any other parties], together with any related statements of work, schedules, or addenda, except as **Section 5** provides for ongoing obligations.

1.2 Authority to terminate. The Terminating Party is authorized to terminate the Contract under [SECTION OR PARAGRAPH NUMBER OF THE CONTRACT GOVERNING TERMINATION] and/or applicable law.

1.3 Scope. Unless stated otherwise, this Notice terminates the entire Contract. [If only part is being terminated, describe the portion: e.g. a specific statement of work, order, or service.]

2. Basis for Termination

2.1 Type of termination. This is a termination [for convenience / for cause / at the end of the current term (non-renewal) / by mutual circumstance described below].

2.2 For convenience. If this is a termination for convenience, the Terminating Party exercises its contractual right to terminate without alleging fault, on the notice required by the Contract.

2.3 For cause. If this is a termination for cause, the basis is: [DESCRIBE THE BREACH, DEFAULT, OR OTHER GROUND, INCLUDING DATES AND FACTS, AND REFERENCE ANY PRIOR NOTICE-AND-CURE LETTER]. The Terminating Party asserts that any required cure period has expired without cure, or that the

ground is one for which no cure is available under the Contract.

2.4 Non-renewal. If this is a non-renewal, the Terminating Party gives notice that it will not renew or extend the Contract beyond the current term ending **[TERM-END DATE]**, as permitted by the Contract.

3. Effective Date of Termination

3.1 Effective date. The Contract terminates effective **[TERMINATION EFFECTIVE DATE]** (the "Termination Date").

3.2 Notice period. The Termination Date reflects the notice period required by the Contract **[e.g. [NUMBER] days' prior written notice]**. If the Contract or applicable law requires a longer notice period, the longer period applies and the Termination Date is adjusted accordingly.

3.3 Performance until the Termination Date. Unless the Contract or a separate agreement provides otherwise, each party will continue to perform its obligations through the Termination Date.

4. Wind-Down and Transition

4.1 Final deliverables and payment. On or before the Termination Date, the parties will **[complete and deliver any work in progress for which the Receiving Party is obligated to pay / reconcile and pay all amounts due through the Termination Date]**.

4.2 Return of property. Each party will promptly return or, at the disclosing party's direction, destroy the other party's confidential information, materials, equipment, keys, credentials, and other property in its possession, except as the Contract or applicable law permits it to retain.

4.3 Transition cooperation. The parties will reasonably cooperate to provide an orderly transition, including **[transferring files or accounts, providing documentation, or revoking system access]**, consistent with the Contract.

4.4 Outstanding orders. Any open orders, statements of work, or commitments will be handled as follows: **[STATE WHETHER OPEN ITEMS ARE COMPLETED, CANCELLED, OR TRANSITIONED, AND HOW PAYMENT IS HANDLED]**.

5. Survival and Continuing Obligations

5.1 Surviving provisions. Provisions of the Contract that by their nature survive termination remain in effect, including **[confidentiality, non-solicitation, intellectual-property, indemnification, limitation-of-liability, payment-of-accrued-amounts, and dispute-resolution provisions]**.

5.2 Accrued rights. Termination does not affect any right, claim, or obligation that accrued before the Termination Date, including amounts then owed.

5.3 No release. This Notice is not a release of any claim. Each party reserves all rights and remedies arising from events before, on, or after the Termination Date, except as the parties may later agree in writing.

6. Reservation of Rights and No Waiver

6.1 All rights reserved. The Terminating Party expressly reserves all rights and remedies under the Contract and at law or in equity. Termination under this Notice is without prejudice to any such right or remedy.

6.2 No waiver. Any prior delay or forbearance by the Terminating Party does not waive any right, and giving this Notice does not waive any claim the Terminating Party may have.

6.3 **Termination for convenience without fault.** If this is a termination for convenience, nothing in this Notice is an admission of fault by either party, and the absence of an alleged breach does not limit any other right either party may have.

7. **Miscellaneous and Governing Law**

7.1 **Notices.** Future notices about this termination should be sent to [CONTACT NAME] at [EMAIL / PHONE / ADDRESS], or to the addresses stated in the Contract.

7.2 **Entire understanding on termination.** This Notice, together with the surviving provisions of the Contract, states the Terminating Party's position on termination. Any change to the Termination Date or wind-down terms must be in a signed writing.

7.3 **Severability.** If any part of this Notice is held invalid, the remainder stays in effect, and the Notice will be construed to comply with the Contract and applicable law to the greatest extent possible.

7.4 **Governing law.** The Contract and this Notice are 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 the Contract or by law.

Please treat this Notice as the Terminating Party's formal notice of termination effective on the Termination Date. The Terminating Party reserves all surviving rights and remedies.

TERMINATING PARTY

Signature: _____

Printed name: [NAME]

Title: [TITLE OR N/A]

Date: _____

Acknowledged by the Receiving Party (optional):

RECEIVING PARTY

Signature: _____

Printed name: [NAME]

Title: [TITLE OR N/A]

Date: _____

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