

Before You Send: Breach Demand Checklist

The checks that keep a breach demand specific, provable, and aimed at a remedy you can get

Run this list before you send the demand letter, and keep it with the document. It pairs with the Demand to Cure Breach of Contract form. Full guide:
clearlegaltips.com/breach-of-contract-demand-letter/

PIN DOWN THE BREACH

- ☐ You can identify the contract: a signed agreement, a work order, a purchase order, or a provable oral deal
- ☐ You can name the exact obligation the other side failed to meet, with the clause quoted if you have it
- ☐ The breach is inside your state's statute of limitations (California: 4 years written, 2 years oral)

AIM AT A REMEDY YOU CAN GET

- ☐ Your cure demand is realistic: finished work, a repair, or money for the loss
- ☐ You are not demanding a court order to perform (specific performance) in a case a payment would settle
- ☐ Any dollar amount matches your actual loss, with nothing padded
- ☐ The loss is within the small claims limit for any court you name (e.g., CA \$12,500, TX \$20,000, NY to \$10,000, FL \$8,000)

WRITE IT RIGHT

- ☐ The letter names the parties, the contract, the broken obligation, the cure, and a firm calendar date
- ☐ The consequence line is a calm statement of the next step, not a threat
- ☐ Proof is attached: the contract, the invoice or receipt, and prior messages

SEND IT WITH PROOF

- ☐ Delivered a way that leaves proof: USPS Certified Mail (\$5.55 plus postage) with a delivery record
- ☐ A plain copy emailed the same day so it cannot be called never received
- ☐ The letter and every delivery record are saved together

AFTER IT LANDS

- ☐ The cure-by date is on your calendar
- ☐ A firmer final notice is ready in case the date passes without a cure
- ☐ You know your state's small claims filing steps and fee for the next move

INSTRUCTIONS FOR USE

This checklist is general information, not legal advice. A breach of contract demand letter works when three things are true: the breach is named and provable, the remedy is one a court could grant, and you can show you delivered the letter. If the promise still is not kept, escalate in order, a final notice and then a small claims filing within your state's limit, and mind the statute of limitations the whole way, since the window is often shorter for oral agreements. The full guide, the state limits, and official sources are at clearlegaltips.com/breach-of-contract-demand-letter/