

Breach of Contract Demand Letter

A fillable notice to cure a breach: identify the contract, name the obligation broken, demand a cure, and set a firm date, with a sample of state small claims limits

Use this letter when someone broke a promise in a contract and the informal asks have run dry: a service paid for and never delivered, work left unfinished or defective, a deadline missed.

Identify the contract, name the exact obligation the other side failed to meet, and spell out the cure you demand: finish the work, repair the defect, or pay for the loss, by a firm calendar date.

Keep the tone factual, deliver it a way that leaves proof, and save a copy. Full walkthrough, the remedies menu, state small claims limits, and official sources:

clearlegaltips.com/breach-of-contract-demand-letter/

DEMAND TO CURE BREACH OF CONTRACT

1. Parties & Date

Date of this letter: _____

To (recipient legal name; the business entity if it is a business): _____

Recipient mailing address: _____

From (your name, business name, address, phone, email): _____

2. The Contract You Are Enforcing

Which contract (signed agreement / work order / purchase order / provable oral deal): _____

Date of the contract and, if written, its title or number: _____

How the contract is proved (signed copy, emails, invoice, witnesses): _____

3. The Obligation Breached

The exact promise not kept (delivery missed / work unfinished / defective / standard not met): _____

The clause or term breached, quoted if you have it: _____

The date the breach occurred or became clear: _____

4. The Cure You Demand (check what applies)

☐ Complete the work described above and deliver it by the date below

- ☐ Repair or correct the defective work by the date below
- ☐ Pay for the loss the breach caused (state the amount below)

Amount demanded for the loss, only if you checked the pay option
(\$): _____

5. Deadline

Cure by (specific calendar date, not a day count): _____

6. Consequence Statement

State one calm line naming the next step, for example: If this breach is not cured by the date above, I intend to pursue this claim in small claims court, where I may also seek allowable court costs. Keep it a statement of your next step, not a threat, and confirm the amount of your loss is within your state's small claims limit before you name that court.

Your consequence sentence: _____

7. Enclosures (check what you attach)

- ☐ Copy of the contract, agreement, work order, or purchase order
- ☐ Copy of the invoice, deposit receipt, or proof of payment
- ☐ Copies of prior reminders or messages about the breach

8. Signature

Signature of sender, printed name, and date: _____

9. Delivery Record (check the method used)

- ☐ USPS Certified Mail with a dated delivery record (proof of sending and delivery)
- ☐ Emailed to the recipient the same day
- ☐ Hand-delivered on the date noted above

SMALL CLAIMS LIMITS: SAMPLE STATES (VERIFIED JULY 2026)

State	Limit
California	\$12,500 individuals; \$6,250 businesses
Texas	\$20,000 including attorney's fees
New York	\$10,000 NYC; \$5,000 Nassau/Suffolk & city courts; \$3,000 town & village
Florida	\$8,000 excluding costs, interest & fees

INSTRUCTIONS FOR USE

This form is general information, not legal advice. A breach of contract demand letter carries no legal force on its own; its value is the fair, dated chance it gives the other side to cure the breach and the record it leaves for a court. Identify the contract, name the exact obligation broken, demand a remedy you could realistically get (finished work, a repair, or money for your loss), and set a firm calendar date. Watch your statute of limitations: every state caps how long you have to sue after a contract is broken, and the window is often shorter for oral deals. If the breach is not cured, the usual next steps are a firmer final notice and then a small claims filing within your state's limit. Full guide and official sources: clearlegaltips.com/breach-of-contract-demand-letter/