

# Demand Letter (Payment/Performance)

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DEMAND LETTER FOR PAYMENT / PERFORMANCE

[DATE]

**TO:**

[RECIPIENT NAME]

[RECIPIENT TITLE / COMPANY]

[RECIPIENT ADDRESS]

[RECIPIENT CITY], [RECIPIENT STATE] [RECIPIENT ZIP]

**FROM:**

[SENDER NAME]

[SENDER TITLE / COMPANY]

[SENDER ADDRESS]

[SENDER CITY], [SENDER STATE] [SENDER ZIP]

[PHONE]: [SENDER PHONE]

[EMAIL]: [SENDER EMAIL]

RE: Demand for Payment and/or Performance under Agreement dated [CONTRACT DATE]

## 1. INTRODUCTION

1.1 Purpose. This letter constitutes a formal demand for payment and/or performance by [RECIPIENT NAME] ("Recipient") to [SENDER NAME] ("Sender") pursuant to the agreement described below. This demand is made without prejudice to any and all rights and remedies that Sender may have at law or in equity.

## 2. PARTIES AND AGREEMENT

2.1 Parties. Sender: [SENDER NAME], located at [SENDER ADDRESS]. Recipient: [RECIPIENT NAME], located at [RECIPIENT ADDRESS].

2.2 Agreement. The obligations giving rise to this demand arise under the following agreement or transaction: [CONTRACT DESCRIPTION] dated [CONTRACT DATE] (the "Agreement").

## 3. STATEMENT OF FACTS

3.1 Performance/Payment Default. On or about [DATE OF DEFAULT OR BREACH], Recipient failed to [DESCRIBE FAILURE TO PERFORM OR PAY], in violation of the Agreement. Sender provided notice of the default on [DATE OF NOTICE, IF APPLICABLE], and Recipient has not cured the default.

3.2 Amount Owed. As of [DATE], the total amount due and owing to Sender is [AMOUNT DUE] ("Amount Due"), itemized as follows:

a. Principal: [PRINCIPAL AMOUNT]

b. Unpaid Invoices/Charges: [INVOICE/CHARGE DETAILS]

c. Accrued Interest: [ACCRUED INTEREST AMOUNT] at [INTEREST RATE] per annum from [START DATE] to [END DATE]

d. Late Fees, Costs, or Other Charges: [OTHER CHARGES]

e. Total: [TOTAL AMOUNT DUE]

## 4. DEMAND

4.1 Demand for Payment/Performance. Sender hereby demands that Recipient immediately: (a) pay the Total Amount Due of [TOTAL AMOUNT DUE]; and/or (b) perform the following obligations under the

Agreement: [SPECIFIC PERFORMANCE REQUIRED].

4.2 Deadline. Payment or satisfactory performance must be made in full no later than [DEMAND DEADLINE DATE] (the "Deadline"), which is at least [NUMBER OF DAYS] days from the date of this letter, unless otherwise agreed in writing by Sender.

## **5. PAYMENT INSTRUCTIONS**

5.1 How to Pay. Payment must be made by [ACCEPTABLE PAYMENT METHODS, E.G., CHECK, WIRE, ACH] to:

Payee: [PAYEE NAME]

Address/Account: [PAYMENT INSTRUCTIONS]

Reference: [INVOICE OR ACCOUNT REFERENCE]

5.2 Proof of Payment. Upon payment, please email confirmation to [SENDER EMAIL] or mail a copy of the payment receipt to [SENDER ADDRESS].

## **6. INTEREST, ATTORNEYS' FEES, AND COSTS**

6.1 Interest. Interest will continue to accrue on the outstanding amount at a rate of [INTEREST RATE] per annum (or the maximum rate permitted by law) from [START DATE] until paid in full.

6.2 Attorneys' Fees and Costs. If Sender retains counsel or otherwise incurs collection costs to recover the Amount Due, Recipient will be responsible for all reasonable attorneys' fees, collection costs, and expenses to the extent permitted by the Agreement or applicable law.

## **7. CONSEQUENCES OF FAILURE TO COMPLY**

7.1 Further Action. If Recipient fails to make payment or perform by the Deadline, Sender will pursue all available legal and equitable remedies, which may include filing a lawsuit, seeking damages, specific performance, injunctive relief, and recovery of attorneys' fees and costs. This may result in additional liability for Recipient and possible adverse effects on Recipient's credit and business relationships.

7.2 No Waiver. Sender's extension of time, acceptance of partial payment, or any other actions shall not constitute a waiver of Sender's rights except by a written instrument signed by Sender.

## **8. DISPUTES AND RESOLUTION**

8.1 Good Faith Discussion. If Recipient disputes this demand in good faith, Recipient must notify Sender in writing within [NUMBER OF DAYS, E.G., 10] days of receipt of this letter setting forth the basis for the dispute and any supporting documentation.

8.2 Reservation of Rights. Sender reserves all rights and remedies under the Agreement and at law or equity, including but not limited to interest, costs, and attorneys' fees.

## **9. GOVERNING LAW AND VENUE**

9.1 Governing Law. This demand and any related dispute shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to conflict of laws principles.

9.2 Venue. The parties agree that the state and federal courts located in [COUNTY], [STATE] shall have exclusive venue and jurisdiction over any dispute arising out of this demand or the Agreement.

## **10. NOTICE**

10.1 Method of Notice. All notices related to this demand must be in writing and delivered by personal delivery, certified mail (return receipt requested), nationally recognized overnight courier, or email with confirmation to the addresses set forth below (or to any other address provided in writing):

If to Sender: [SENDER NAME], [SENDER ADDRESS], [SENDER EMAIL], [SENDER PHONE]

If to Recipient: [RECIPIENT NAME], [RECIPIENT ADDRESS], [RECIPIENT EMAIL], [RECIPIENT PHONE]

10.2 Effective Date. A notice is effective upon receipt (or on the date of attempted delivery if delivery is

refused).

## **11. MISCELLANEOUS**

11.1 Severability. If any provision of this letter is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11.2 Entire Understanding. This demand letter constitutes the entire written demand being made at this time and does not amend or replace the Agreement except as expressly stated in writing.

11.3 No Admission. Nothing in this letter shall be construed as an admission of liability by Sender.

## **12. ATTORNEY CONTACT (IF APPLICABLE)**

12.1 Attorney for Sender: [ATTORNEY NAME], [ATTORNEY FIRM]

Address: [ATTORNEY ADDRESS]

Phone: [ATTORNEY PHONE]

Email: [ATTORNEY EMAIL]

## **13. ACKNOWLEDGMENT AND SIGNATURE**

Please govern yourself accordingly. If you have questions or wish to discuss resolution, contact the Sender or the Sender's attorney as listed above. Failure to respond or comply by the Deadline will result in further action as set forth herein.

Respectfully submitted,

[SENDER NAME]

[SENDER TITLE]

[SENDER COMPANY]

By: \_\_\_\_\_

Name: [SENDER NAME]

Title: [SENDER TITLE]

Date: [DATE]

Acknowledged and Received by:

By: \_\_\_\_\_

Name: [RECIPIENT NAME]

Title: [RECIPIENT TITLE]

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

[INSTRUCTIONS: Customize the placeholders in brackets with factual information. Review applicable contract terms and state law (statute of limitations, maximum interest rates, and venue rules) prior to sending. Consider consulting counsel if litigation or enforcement is anticipated.]

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