

DEMAND LETTER

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Date: _____

TO: _____ [Recipient Name]

_____ [Recipient Address]

RE: FORMAL DEMAND — _____ [Subject]

Dear _____:

This letter constitutes a FORMAL DEMAND for the relief described below. Please read it carefully.

1. PARTIES

Sender ("Claimant"): _____ [Name and address]

Recipient: As addressed above.

2. FACTS

The following facts give rise to this demand:

Date(s) of event(s): _____

Supporting documentation (attached): ___ Contract dated _____ ___ Invoice(s) ___ Receipts ___

Photographs ___ Correspondence ___ Other: _____

3. LEGAL BASIS

The recipient's conduct constitutes (check applicable):

___ Breach of Contract dated _____

___ Non-Payment of Invoice # _____ in the amount of \$ _____

___ Negligence resulting in property damage / personal injury

___ Violation of state Deceptive Trade Practices / Consumer Protection statute (Cite: _____)

___ Breach of Warranty (express or implied)

___ Conversion / unauthorized retention of Claimant's property

___ Other: _____

4. DAMAGES

Claimant has been damaged in the following amounts:

Principal amount owed: \$ _____

Interest at ___% from _____: \$ _____

Consequential damages: \$ _____

Attorneys' fees (if recoverable): \$ _____

Court costs (if applicable): \$ _____

TOTAL DEMAND: \$ _____

5. DEMAND

Claimant hereby DEMANDS that Recipient:

(a) Pay the sum of \$ _____ in full;

(b) Perform the following specific action:

_____;

(c) Respond in writing to confirm receipt of this letter and Recipient's intent;

No later than _____ [Deadline — typically 10-30 days from receipt].

6. SETTLEMENT OFFER (Optional)

If Recipient pays the sum of \$ _____ on or before _____ [Earlier deadline], Claimant will accept this discounted amount as full settlement of all claims arising from the conduct described above. This settlement offer is contingent on full payment by the deadline; otherwise, the full demand amount applies.

7. CONSEQUENCES OF NON-COMPLIANCE

Failure to comply with this demand by _____ will result in Claimant pursuing all available legal remedies, including:

(a) Filing a civil action in the appropriate court;

(b) Recovering all amounts owed, plus interest, attorneys' fees, court costs, and (where applicable) statutory damages and punitive damages;

(c) Recording any judgment as a lien against Recipient's real and personal property;

(d) Pursuing collection through wage garnishment, bank levy, and asset seizure;

(e) Reporting the default to consumer credit bureaus, if applicable.

8. STATUTORY DEMAND (If Applicable)

This letter is intended to satisfy any pre-suit demand requirement under applicable state Deceptive Trade Practices Act, Consumer Protection Act, mechanic's lien statute, or similar law. Failure to respond may entitle Claimant to enhanced damages, treble damages, or attorneys' fees under statute.

9. RESERVATION OF RIGHTS

Claimant reserves all rights, claims, and remedies, none of which are waived by this letter.

Please direct your response in writing to:

_____ [Name]

_____ [Address]

_____ [Phone] |

_____ [Email]

Govern yourself accordingly.

Sincerely,

_____ [Printed Name]

Date: _____

DISCLAIMER: This template is provided for informational purposes only and does not constitute legal advice. For statutory demands with specific format requirements (DTPA, mechanic's liens, etc.) or high-value claims, consult a licensed attorney.