

XYZ Construction

SUBCONTRACTOR NOTICE TO PERFORM

XYZ Construction
"When you need it done right!"
4444 Fifth St., Suite 666
Lancaster, CA 93535
Phone (661) xxx-xxxx
Cell (661) xxx-xxxx
Ca. Contr. Lic. #000000

Subcontractor's Name: JOHN Q. CONTRACTOR		Subcontractor's Address: 949 GRANT ST		
Subcontractor's City: BENICIA	Subcontractor's Zip Code: 94510-4046	Subcontractor's Phone: 707-747-4735	Date of this Notice: 08-20-03	
Project Address: 2785 PROJECT COURT		Project City: BENICIA	Project Description: BUILD COMMERCIAL OFFICE BUILDING	

Description of the Job: Install all plumbing as per contract specification sheet PLUMBING #1 and as per our contract dated 04-01-00

NOTICE: WITHOUT JUST CAUSE, YOU HAVE ABANDONED THE JOB DESCRIBED ABOVE AND STOPPED PERFORMANCE OF YOUR CONTRACT.

As per your contract with us we demand that you immediately commence performance of your work without any further delay. We further demand that you immediately correct all deficiencies in your workmanship and/or in the performance of those contract items of work which you have heretofore failed to perform.

If you refuse to comply with the particulars of this notice within 20 days from the date listed below, your default and breach of contract will result in the following:

Your default will cause us damages and will cause the contract to be placed in default and in breach.

Under the terms of your contract, you will be terminated without prejudice to any other right or remedy that we have or may have for any loss or damage sustained.

WE HEREBY GIVE NOTICE THAT we will complete the performance of your contract and charge the cost of completion to you. You will be liable for all costs of completion, all delay damages with no limitation, and all attorneys fees incurred by us because of your breach of this contract.

If any excess in the unpaid balance of the contract sum remains after completion of the contract by us and all costs of completion including the cost of performing the work and the cost of any delay damages and attorney fees are deducted, this excess shall be paid to you. If, however, our costs as stated above exceed the unpaid balance of the contract sum, you will be liable and shall pay this difference to us.

THIS IS YOUR NOTICE that if any sum owed to you as of this date is outstanding no such sum nor any further sum will be paid to you until the job is completed and our final cost of completion is determined. When a final accounting of our cost of completion is made you will receive a statement along with any sums that may be due you or an invoice of any sums that you may owe to us.

XYZ Construction
(Contractor)

By _____

10-01-03
(Date)