

CONTRACT TERMINATION LETTER

1. 1. Sender Information and Date

[SENDER NAME / COMPANY NAME]. [SENDER ADDRESS]. [SENDER CITY, STATE, ZIP]. [SENDER PHONE]. [SENDER EMAIL]. Date: [LETTER DATE]. This letter is sent by [SENDING PARTY ROLE, e.g., Client, Vendor, Landlord, Contractor] under the agreement identified below. Please direct all correspondence about this notice to [CONTACT NAME AND TITLE] at the address and email above.

2. 2. Recipient and Method of Delivery

To: [RECIPIENT NAME], [RECIPIENT TITLE]. [RECIPIENT COMPANY]. [RECIPIENT NOTICE ADDRESS AS STATED IN THE AGREEMENT]. This notice is being delivered by [DELIVERY METHOD, e.g., certified mail return receipt requested, nationally recognized overnight courier, hand delivery, email to the notice address] on [DELIVERY DATE], in accordance with the notice provisions in Section [NOTICE SECTION NUMBER] of the Agreement. A copy is being sent to [COPY RECIPIENT, e.g., legal department, registered agent, or "None"]. If the Agreement requires a different method or address for notices, please treat this letter as delivered by that method as well.

3. 3. Subject and Identification of the Agreement

RE: Notice of Termination of [AGREEMENT TITLE] dated [AGREEMENT DATE] (Contract No. [CONTRACT NUMBER], if any). This letter constitutes formal written notice that [SENDER NAME] is terminating the above agreement between [PARTY A NAME] and [PARTY B NAME], together with all statements of work, purchase orders, schedules, and addenda issued under it, except those expressly identified in Section 8 below as continuing. Capitalized terms used here have the meanings given in the Agreement.

4. 4. Notice of Termination and Governing Clause

Termination is made under Section [TERMINATION SECTION NUMBER] of the Agreement, which permits termination [BASIS, e.g., for convenience on written notice / for material breach following a cure period / by non-renewal before the renewal deadline]. This termination is: [SELECT — Termination for convenience, no cause required / Termination for cause based on material breach / Notice of non-renewal at the end of the current term]. Nothing in this letter should be read as a waiver of any right, claim, or remedy available to [SENDER NAME] under the Agreement or at law, all of which are expressly reserved.

5. 5. Grounds for Termination

If this termination is for convenience, no cause is required and none is stated. If this termination is for cause, the grounds are as follows: [DESCRIPTION OF BREACH, e.g., failure to deliver the services described in Section X on the dates required; failure to pay invoices numbered [LIST] totaling \$[AMOUNT]; failure to maintain the insurance required by Section X], which occurred on or about [DATE(S) OF BREACH]. Written notice of this breach was previously provided on [PRIOR NOTICE DATE], and the cure period of [CURE PERIOD] provided in Section [CURE SECTION] expired on [CURE EXPIRATION DATE] without cure. Supporting documentation is enclosed as [ENCLOSURE DESCRIPTION].

6. 6. Effective Date of Termination

The Agreement will terminate effective [TERMINATION EFFECTIVE DATE], which is [NOTICE PERIOD, e.g., 30 days] after the date this notice is delivered, as required by Section [NOTICE PERIOD SECTION] of the Agreement. Until the Termination Effective Date, both parties remain bound by all terms of the Agreement and are

expected to continue performing. [OPTIONAL WIND-DOWN LANGUAGE: During the notice period, [SENDER NAME] requests that work be limited to [WIND-DOWN SCOPE] and that no new commitments, purchases, or subcontracts be made without prior written approval.] No further services should be performed and no further charges should be incurred after the Termination Effective Date.

7. 7. Final Payment and Outstanding Amounts

All undisputed amounts for goods delivered or services properly performed through the Termination Effective Date will be paid in accordance with the Agreement. Please submit a final invoice, together with any supporting time records or expense receipts, no later than [FINAL INVOICE DEADLINE, e.g., 15 days] after the Termination Effective Date; invoices received after that date may not be honored. Our records show the following outstanding balance as of the date of this letter: [OUTSTANDING AMOUNT AND DESCRIPTION, or "None"]. Prepaid amounts covering periods after the Termination Effective Date, currently calculated at [PREPAID REFUND AMOUNT], are to be refunded within [REFUND PERIOD, e.g., 30 days]. Any early termination fee, unamortized cost, or minimum commitment claimed under the Agreement must be itemized in writing with the clause it is based on.

8. 8. Return of Property, Data, and Confidential Information

On or before [RETURN DEADLINE], each party will return or, at the disclosing party's written direction, securely destroy all property and Confidential Information of the other, including [ITEMS TO BE RETURNED, e.g., keys, badges, equipment, devices, files, source materials, account credentials, customer data, and all copies]. Access to systems, email accounts, portals, shared drives, and administrative credentials will be revoked effective [ACCESS TERMINATION DATE]. Where data must be exported before deletion, it will be delivered in [DATA FORMAT] no later than [DATA DELIVERY DEADLINE]. On request, each party will provide written certification that destruction has been completed, excluding archival copies retained under routine backup or legal-hold obligations.

9. 9. Surviving Obligations

Termination does not affect any provision of the Agreement that by its terms survives, including obligations relating to confidentiality, intellectual property and license grants, payment for work performed, warranties, indemnification, limitation of liability, insurance, record retention, non-solicitation, and dispute resolution and governing law. Termination also does not release either party from liability for any breach occurring before the Termination Effective Date. Both parties will cooperate in good faith to complete an orderly transition, including reasonable assistance transferring files and knowledge to a successor provider at [TRANSITION RATE, or "no additional charge"].

10. 10. Acknowledgment and Signature

Please acknowledge receipt of this notice by signing below and returning a copy to [RETURN CONTACT AND EMAIL] within [ACKNOWLEDGMENT PERIOD, e.g., 10 days]. Acknowledgment confirms receipt of this notice only and is not an admission or waiver of any position by either party. Sincerely,

_____. [SENDER SIGNER NAME], [TITLE], [SENDER COMPANY]. Date: [DATE].

RECEIPT ACKNOWLEDGED BY: _____. [RECIPIENT SIGNER NAME], [TITLE]. Date: [DATE]. Enclosures: [LIST ENCLOSURES].

11. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Termination rights, required notice periods, permitted delivery methods, and cure obligations are set by your specific contract, and some relationships — employment, residential tenancy, insurance, franchise, and certain consumer agreements —

are governed by statutes that impose additional requirements. Terminating incorrectly can itself be a breach. Review the underlying agreement carefully and consult a licensed attorney before sending this letter in a disputed or high-value situation. Use of this template does not create an attorney-client relationship with ScanContract.

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