

COMPLAINT FOR BREACH OF CONTRACT AGAINST CONTRACTOR

Sample Only
Use At Your Own Risk



INSTRUCTIONS: The following is a “cause of action” to be inserted after the heading of the complaint and common allegations. Include as many other causes of action as you have claims such as fraud, accounting, etc. Your “prayer” (request for relief) comes after your causes of action and must describe the relief you are seeking for each cause of action.

_____ CAUSE OF ACTION

(For _____ Against _____)

<>. On _____, 19____ in _____, California, defendant____, entered into a written contract with plaintiff____ herein, a copy of which is attached hereto as Exhibit _____ and made a part hereof. By the terms of the contract, defendant____ was____ to build and complete a certain building to be erected on real property situated at _____, California, which real property is owned by plaintiff_____.

<>. Pursuant to the agreement defendant____ proceeded with the construction of the building and improvements and caused to be erected on the property a building which to the present time still has not been completed in accordance with the contract.

<>. No notice of completion for the building has been filed.

<>. The construction of the building has not been completed in accordance with the contract between the parties hereto in the following particulars _____.

<>. Under the terms of the contract, defendant____ agreed to complete the building, or to pay for the completion of such unfinished work, but has failed to do so.

<>. Plaintiff____ has____ made demand on defendant____ to complete the work but defendant____ has failed, refused, and neglected to do so; plaintiff____ has thereby suffered damage in the amount of \$_____, the amount plaintiff must pay for the

completion of the unfinished work; all of the foregoing items and the total sum thereof are reasonable.

<>. The building was not and could not be occupied by the tenant of the plaintiff___ herein until _____, 19___; the occupancy was delayed for a period of _____ months after the date agreed on in the building contract between the parties hereto.

<>. The rental agreed on by plaintiff___ and _____ tenant___ for the use and occupancy of the premises is \$_____ per month and such amount is a reasonable rental therefor.

<>. The delay in completion of the buildings was caused solely by the carelessness, neglect, and failure of the defendant___ to complete the building in accordance with the terms of _____ written contract; by reason of defendant's_____ failure and neglect, and by reason of _____ breach of the contract, plaintiff___ has___ suffered damage in loss of rents for a period of _____ months in the total amount of \$_____ and such amount is reasonable.

<>. In accordance therewith and on___, 19___, defendant___ and _____[-----surety-----] executed and delivered to the plaintiff___ herein their bond guaranteeing faithful performance of the work provided for in the building contract.

<>. This bond further guaranteed that the owner of the property and building would be put to no additional expense in the construction of the building over and above the contract price; and further guaranteed that all subcontractors, materialmen, and laborers would be paid; a copy of the bond is attached hereto as Exhibit _____ and made a part hereof.

<>. By reason of the failure and neglect of defendant___ to complete the building contract within the agreed time and by reason of breach of the contract and by further reason of the damage suffered by plaintiff___ in the amount of \$_____, together with the loss of rent in the amount of \$_____, such amounts are due and owing the plaintiff___ herein by defendant_____, no part of which has been paid.

<>. Plaintiff ___ has ___ faithfully and fully performed all of the conditions and covenants required of ___ to be performed.

WHEREFORE, plaintiff ___ pray ___ judgment against defendant ___ and each of them, as follows:

- <>. For compensatory damages in the sum of \$ ___;
- <>. For interest on the sum of \$ ___ from and after ___, 19__ to date of judgment;
- <>. For reasonable attorney fees according to proof;
- <>. For costs of suit herein incurred; and
- <>. For such other and further relief as the court may deem proper

Date: _____
_____ [Plaintiff's name]
Plaintiff *In Pro Per*

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