Руководителю  
\_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_

От  
\_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_

**ПРЕТЕНЗИЯ**

    "\_ \_ \_"\_ \_ \_ \_ \_ \_ \_ \_ \_ 20\_ \_ г. между \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_

и \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ заключен договор № \_ \_ \_ \_ на \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_

          Согласно п. \_\_  вышеуказанного договора \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ приняло на себя обязательство по выполнению \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ , а \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ обязалось данные работы оплатить.

     \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ добросовестно исполняет договорные обязательства перед \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_, что подтверждают \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ подписанные сторонами.

          Вопреки своим обязательствам, \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ допустил существенное нарушение сроков оплаты оказанных ему \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_\_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ За период с "\_ \_ \_"\_ \_ \_ \_ \_ \_ \_ \_ \_ 20\_ \_ г. по "\_ \_ \_"\_ \_ \_ \_ \_ \_ \_ \_ \_ 20\_ \_ г. образовалась задолженность по оплате по договору в пользу \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ , которая составляет

\_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ ( \_ \_ \_ \_ \_ \_ \_ \_ \_ ) рублей.

         Согласно ст. 309 ГК РФ обязательства должны исполняться надлежащим образом в соответствии с условиями обязательства и требованиями закона, иных правовых актов, а при отсутствии таких условий и требований - в соответствии с обычаями делового оборота или иными обычно предъявляемыми требованиями.

         В соответствии со статьей 310 ГК РФ односторонний отказ от исполнения обязательства и одностороннее изменение его условий не допускаются.

      В связи с вышеизложенным, прошу Вас оплатить образовавшуюся задолженность, в сумме \_ \_ \_ \_ \_ \_ \_ \_ \_ рублей, в срок \_ \_ \_ \_ \_ \_ \_ \_ \_ календарных дней со дня получения претензии, в противном случае мы будем вынуждены приостановить \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_, по вышеуказанному договору  до полного погашения задолженности, а также обратиться в суд с соответствующим иском о взыскании задолженности и судебных издержек.

Руководитель \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ / \_ \_ \_ \_ \_ \_ \_ \_ \_

м.п.

"\_ \_ \_"\_ \_ \_ \_ \_ \_ \_ \_ \_ 20\_ \_ г.