

## Form - Breach of Contract Complaint

NO. \_\_\_\_\_

_____ )	IN THE DISTRICT COURT OF
Plaintiff, )	_____ COUNTY, _____
vs. )	_____
_____ )	_____ JUDICIAL DISTRICT
Defendant. )	

### PLAINTIFF'S ORIGINAL PETITION

COMES NOW, \_\_\_\_\_ plaintiff, complaining of  
\_\_\_\_\_ defendant, and for cause of action would show the  
Court as follows:

#### I.

Plaintiff is an individual residing in \_\_\_\_\_  
County, \_\_\_\_\_. Defendant is a corporation, duly formed and existing  
under the laws of the State of \_\_\_\_\_, and may be served with process  
by serving  
\_\_\_\_\_, \_\_\_\_\_ County \_\_\_\_\_.

#### II.

On or about \_\_\_\_\_, 20\_\_\_\_, plaintiff and defendant executed the  
written contract which is attached as Exhibit A and incorporated herein by reference.  
Under the terms of the contract, for consideration in the amount of \$1,500.00, defendant  
promised to repair a certain portion of the roof of plaintiff's residence at \_\_\_\_\_ (address) \_\_\_\_\_,  
\_\_\_\_\_ County, \_\_\_\_\_. Defendant agreed to complete such  
repairs within a ten day period from the date of the signing of said contract and to at all  
times protect the inside of the residence from any damages caused by repairs or weather  
conditions during that ten day period.

#### III.

Plaintiff has fully performed his contract by paying defendant \$1,500.00 in cash, receipt  
for which is hereby attached as Exhibit B.

#### IV.

On \_\_\_\_\_, 20\_\_\_\_, one day after the parties executed the above-  
mentioned contract, defendant sent workers to the residence to strip the roof of existing  
shingles and tar paper. When plaintiff returned home from work at 6:00 p.m. that  
evening, the workers were gone and plaintiff observed that the portion of the roof to be

repaired was exposed to bare plywood, and had neither protective plastic covering nor weather-protective material. Plaintiff left repeated messages with defendant's answering service that evening, but defendant failed and refused to return plaintiff's calls.

V.

On the following morning, plaintiff again telephoned defendant at his office and finally was successful in talking to defendant. Plaintiff advised defendant that his roof had been left unprotected and exposed to the elements during the previous evening, and that this was expressly forbidden by the contract. Defendant apologized for the oversight by his crews and promised to rectify the situation immediately.

VI.

That evening, upon returning from work at 6:00 p.m., plaintiff observed that no work has been done on his roof that day and that the roof remained unprotected. Plaintiff immediately called defendant's office and told the answering service that the situation was an emergency since severe thunderstorm warnings had just been issued for the area.

VII.

Despite several calls to defendant's office explaining the urgency of the situation, defendant failed to return plaintiff's phone calls, and plaintiff attempted to cover his roof with plastic tarpaulins, which he purchased at a nearby hardware store at an expense of \$68.75

VIII.

At approximately 8:30 p.m., severe thunderstorms accompanied by high winds hit the area of plaintiff's residence. Despite the extensive efforts of plaintiff and his neighbors to hold the plastic tarpaulins on the roof, plaintiff's residence sustained such severe water damage that it was necessary to summon the fire department for assistance. The fire marshal's report is hereby attached as Exhibit C.

IX.

Plaintiff's residence suffered damages to carpeting, wallpaper, plastic and personal furnishings in an amount exceeding \$10,000.00 as a result of this incident.

X.

Defendant has as of the date of this petition failed and refused to perform his remaining work as agreed in the contract which is relative to this cause of action. Defendant also refuses any and all obligation of liability as to the damages suffered by plaintiff as a result of the water damage in \_\_\_\_\_, 20\_\_\_\_.

XI.

Plaintiff alleges that defendant's failure to perform the obligations of his written contract was the proximate cause of damages to the plaintiff's residence.

XII.

Plaintiff alleges that defendant has wrongfully breached the terms of the contract failing to complete the work he promised.

XIII.

WHEREFORE, plaintiff requests that defendant be cited to appear and answer, and that on final trial, plaintiff have judgment as follows:

1. For general damages in an amount exceeding the minimum jurisdictional amount of the court.
2. For any and all damages to plaintiff's residence as a result of the incidents describes herein, in an amount to be determined later.
3. For return of the original \$1,500.00 paid to defendant in consideration for the work described in the contract.
4. For attorney's fees in the sum of \$\_\_\_\_\_.
5. For cost of suit incurred herein.
6. For interest at the legal rate in the foregoing sums the date of judgment until paid.
7. For such other and further relief, at law or in equity, to which plaintiff may be justly entitled.

Respectfully submitted,

(FIRM NAME)

By: \_\_\_\_\_  
(Attorney name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Attorney for Plaintiff