FICTIONAL SAMPLE · DRAFTED BY DEMANDLETTERHUB FROM A MADE-UP CASE FILE · NOT LEGAL ADVICE

PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- Termination: Section 9 allows termination only on written notice, and the refund clause is tied to termination. The firm notes do not expressly say the client authorizes termination, but the draft states that this letter is that notice. Confirm with the client, and confirm how termination affects the Section 5 exclusivity period. Only an excerpt of the agreement was provided, so check for any cure period or other notice terms.
- Section 12 requires notice by email and courier. No email addresses appear in the documents, and ZIP codes and Ms. Moreno's own address are also missing. All are marked [ADD].
- Refund amount: the demand amount is left blank as instructed. Section 9 refunds the signing payment "not earned by approved posts, at $3,000.00 per post." Confirm how Post 1 and Post 2 count (Post 2 was approved but published without the required disclosure) before the figure is filled in.
- Post 1 payment: the payment record says no per-post payments were made and explains only the Post 2 withholding. Section 3 appears to make $3,000.00 payable for Post 1, which was approved and published with "#ad". Confirm its status, since it may affect the refund calculation. The draft states only that no per-post payments were made.
- The content log refers to screenshots on "page 2," "page 3," and "page 4," but the file received, content_log_screenshots.pdf, has only 1 page. Citations therefore point to p.1 (the log's descriptions). Obtain the actual screenshots before sending.
- The record runs only through May 25-26, 2026. Current status of the Peakwater post and the Post 2 caption, and the status of Posts 5 and 6 (due June 7 and June 28, 2026), are not in the records. The draft makes no claim about Posts 5 and 6 beyond the client's statement that it does not want them [firm notes].
- Not provided: Exhibit A (Brand Guidelines) and any morals or usage-rights clauses. The draft does not rely on them.
- Brightpath: Section 9 says "Creator shall refund," and Brightpath signed the agreement and received the wire. Confirm whether the refund demand should run against Brightpath as well as Ms. Moreno.
- The firm notes request only the takedown of the Peakwater post and a refund. The draft does not demand correction of the Post 2 caption. Confirm.
- Marked [VERIFY]: current FTC endorsement disclosure guidance, and Nevada rules on remedies and recoverable fees or interest. The governing-law clause names Nevada, but no Nevada statutes are cited.

Corwin Ashdown LLP
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA EMAIL ([ADD: email addresses for Ms. Moreno and Brightpath]) AND COURIER

Kayla Moreno
[ADD: street address]
[ADD: city, state ZIP]

Brightpath Talent Management LLC
Attn: Jared Nolte
455 Sagebrush Plaza, Suite 12
Harlow Springs, Nevada [ADD: ZIP] [sponsorship_agreement.pdf p.1]

Re: Notice of Breach and Termination and Demand – Creator Sponsorship Agreement dated February 20, 2026 – Sablewind Hydration Co. / Kayla Moreno (@kaylaonthetrail)

Dear Ms. Moreno and Mr. Nolte:

Introduction

We represent Sablewind Hydration Co. ("Sablewind") [firm notes] under the Creator Sponsorship Agreement dated February 20, 2026 (the "Agreement") with Kayla Moreno and her management company, Brightpath Talent Management LLC ("Brightpath") [sponsorship_agreement.pdf p.1]. This letter gives notice of Ms. Moreno's breaches of the Agreement and sets out what Sablewind requires in response.

The agreement

The Agreement was signed by Ms. Moreno, by Jared Nolte for Brightpath, and by Ivy Castellan, Marketing Director, for Sablewind [sponsorship_agreement.pdf p.1]. The terms relevant to this letter are:

- **Deliverables (Section 2).** Ms. Moreno agreed to publish six sponsored video posts featuring Sablewind Electrolyte Mix on her primary social channel, one on or before each of March 15, April 5, April 26, May 17, June 7 and June 28, 2026. Each post must be approved by Sablewind before publishing [sponsorship_agreement.pdf p.1].
- **Fee (Section 3).** The total fee is $36,000.00: $18,000.00 paid on signing, and $3,000.00 paid after each approved post is published [sponsorship_agreement.pdf p.1].
- **Disclosure (Section 4).** Each post must include a clear spoken and written disclosure, such as "#ad" or "Paid partnership with Sablewind," at the start of the caption [sponsorship_agreement.pdf p.1].

- **Exclusivity (Section 5).** From March 1, 2026 through August 31, 2026, Ms. Moreno will not promote any other sports drink, electrolyte or hydration product [sponsorship_agreement.pdf p.1].
- **Termination and refund (Section 9).** Sablewind may terminate on written notice if Ms. Moreno materially breaches Section 2, 4 or 5. On termination for breach, she must refund the portion of the signing payment not earned by approved posts, at $3,000.00 per post [sponsorship_agreement.pdf p.1].
- **Notices (Section 12) and governing law (Section 13).** Notices are given by email to the addresses stated in the Agreement and by courier. The Agreement is governed by Nevada law [sponsorship_agreement.pdf p.1].

The breach

The records show the following, in date order.

- **February 23, 2026.** Sablewind wired the $18,000.00 signing payment to Brightpath [messages_and_payments.pdf p.1].
- **March 14, 2026.** Post 1 was published, ahead of its March 15 due date, after approval on March 12. Its caption begins with "#ad" [content_log_screenshots.pdf p.1].
- **April 9, 2026.** Post 2, due April 5 and approved April 2, was published four days late [content_log_screenshots.pdf p.1]. Its caption has no "#ad" or partnership label. The words "thanks Sablewind" appear at the end of the caption after 14 hashtags, and the video has no spoken disclosure [content_log_screenshots.pdf p.1]. This breaches Sections 2 and 4.
- **April 10, 2026.** Ms. Castellan emailed Mr. Nolte that Post 2 was late and lacked "#ad" at the start of the caption as Section 4 requires, and asked that Ms. Moreno edit the caption that day [messages_and_payments.pdf p.1].
- **April 14, 2026.** Mr. Nolte replied: "Will pass it along. Kayla is traveling." [messages_and_payments.pdf p.1]. The Post 2 caption remained unchanged as of May 25, 2026 [messages_and_payments.pdf p.1].
- **April 26, 2026.** Post 3 was due. It was not submitted for approval and was not published [content_log_screenshots.pdf p.1]. This breaches Section 2.
- **May 3, 2026.** Ms. Moreno published a video on @kaylaonthetrail showing her drinking from a can labeled "Peakwater Recovery Electrolyte." The caption reads "my new go-to for long hikes, link in bio" and includes "#PeakwaterPartner" [content_log_screenshots.pdf p.1]. This falls within the exclusivity period and breaches Section 5.
- **May 4, 2026.** Ms. Castellan emailed Ms. Moreno and Mr. Nolte that the Peakwater post conflicts with Section 5 and that Post 3 had not been submitted. She asked that the Peakwater post be removed and that they report their plan for the remaining posts by May 8, 2026 [messages_and_payments.pdf p.1].
- **May 11, 2026.** Ms. Moreno replied that the Peakwater post "was a one-time thing," that she did not think "one post hurts anyone," and that she could "still do the rest of yours later in the

summer" [messages_and_payments.pdf p.1]. The Peakwater post remained live as of May 25, 2026 [content_log_screenshots.pdf p.1; messages_and_payments.pdf p.1].

- **May 17, 2026.** Post 4 was due. It was not submitted for approval and was not published [content_log_screenshots.pdf p.1]. This breaches Section 2.

Disclosure

Section 4 requires a clear spoken and written disclosure at the start of each caption [sponsorship_agreement.pdf p.1]. As described above, Post 2 has no such disclosure at the start of its caption. The only reference to Sablewind comes at the end, after 14 hashtags, and there is no spoken disclosure [content_log_screenshots.pdf p.1]. Sablewind asked for the caption to be corrected on April 10, 2026, and it had not been corrected as of May 25, 2026 [messages_and_payments.pdf p.1]. Sponsored content is also subject to the Federal Trade Commission's endorsement disclosure rules [VERIFY: current FTC endorsement disclosure guidance].

Amounts

Item	Date	Amount	Source
Signing payment, wired to Brightpath	February 23, 2026	$18,000.00	messages_and_payments.pdf p.1
Per-post payments made	–	None	messages_and_payments.pdf p.1
Per-post rate for earned posts (Sections 3 and 9)	–	$3,000.00 per post	sponsorship_agreement.pdf p.1
Unearned portion of signing payment demanded under Section 9	–	[ADD: demand amount]	sponsorship_agreement.pdf p.1

Total paid by Sablewind (as read from the payment records): $18,000.00

Demand

Ms. Moreno's breaches of Sections 2, 4 and 5 are material. Under Section 9, Sablewind gives written notice that it terminates the Agreement for those breaches [sponsorship_agreement.pdf p.1]. Sablewind does not require the remaining posts [firm notes]. It demands that, by [ADD: response deadline], you:

- Remove the Peakwater post published May 3, 2026 from @kaylaonthetrail and confirm the removal to us in writing.
- Refund the portion of the signing payment not earned by approved posts, in the amount of [ADD: demand amount], by [ADD: payment instructions].

Sablewind reserves all rights and remedies under the Agreement and under Nevada law, which governs the Agreement under Section 13 [sponsorship_agreement.pdf p.1], including any right to recover fees, costs and interest [VERIFY: Nevada rule on remedies, attorney's fees and interest

for breach of contract]. Nothing in this letter waives any of those rights. Please direct all communications on this matter to me.

Sincerely,

Daniel P. Corwin
Corwin Ashdown LLP