FICTIONAL SAMPLE · DRAFTED BY FREE DEMAND WRITER 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.

- The demand amount is left as [ADD: demand amount] under the drafting rules. The firm notes say the clients want all $14,600 refunded. The three payments as read ($5,000.00 + $5,000.00 + $4,600.00) add up to $14,600.00, and the February 20, 2026 portal summary also shows $14,600.00 paid. Please check the total.
- The agreement is an excerpt (one page) that refers to pages 2 and 3 internally. All agreement citations are to p.1 of the file. Confirm the full signed agreement, including any attorney's fees, interest or notice clauses. The county where the venue is located is not in the records ([ADD: county]).
- Payment dates: I used the receipt dates (March 8, 2025; September 29, 2025; January 29, 2026). The check for the second payment was paid by the bank on October 3, 2025. The second payment was due October 1, 2025 and the third February 1, 2026. Card and check numbers are left out on purpose.
- Section 8 applies to a failure to provide the Space "for any reason other than Force Majeure." Ms. Harrigan's email blames a renovation delay, and Section 9 says construction delays are not Force Majeure. Please confirm you agree with this reading and that the venue has not claimed force majeure elsewhere.
- Section 8 does not say how the client must give notice of the refund option. The clients elected a refund by email on February 25, 2026. Confirm that suffices.
- The website listing (saved March 30, 2026) and the social media post (saved April 1, 2026) are quoted as written. The letter does not say the venue could have performed. Confirm the listing refers to the same space and that the Pruitt post reflects an actual booking.
- "No reply received as of April 2, 2026" is the latest information in the records. Update it before sending. Isaiah Ford's March 20, 2026 refund deadline has passed.
- The statement that the clients have booked another venue comes only from the firm notes. Confirm you want it in the letter.
- South Carolina items to verify: the rule on non-refundable payments and liquidated damages, consumer protection law and any pre-suit notice rule, and the effect of the Section 12 mediation and venue clause.
- The recipient's ZIP code, the delivery method, the firm address and contact details, the letter date, the response deadline and the payment instructions are placeholders.

Pinckney Avery LLC
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Celeste Harrigan, Owner
Magnolia Reach Events LLC
1800 Tidewater Landing Road
Cordell Island, South Carolina [ADD: ZIP]

Re: Demand for Refund of Payments, Moultrie and Ford Wedding, May 16, 2026, Venue Rental and Catering Agreement dated March 8, 2025

Dear Ms. Harrigan:

Introduction

We represent Kendra Moultrie and Isaiah Ford regarding their wedding ceremony and reception planned for Saturday, May 16, 2026, at the Oak Pavilion and Riverside Lawn, under the Venue Rental and Catering Agreement signed March 8, 2025 with Magnolia Reach Events LLC ("Magnolia Reach") [venue_agreement.pdf p.1]. Magnolia Reach has told our clients it cannot host the wedding on that date. Our clients have asked for a refund of what they paid, and the Agreement requires it. This letter demands that refund. Please direct all further communication on this matter to our office.

The agreement

The Agreement, signed by you as Owner and by Ms. Moultrie and Mr. Ford, covers the following [venue_agreement.pdf p.1]:

- **Event and space:** a wedding ceremony and reception on Saturday, May 16, 2026, from 4:00 p.m. to 11:00 p.m., in the Oak Pavilion and Riverside Lawn, for 150 guests [venue_agreement.pdf p.1].
- **Price:** venue $9,800.00, catering $11,250.00 (150 guests at $75.00) and bar service $2,400.00, for a total of $23,450.00 [venue_agreement.pdf p.1].
- **Payment schedule (Section 3):** booking deposit of $5,000.00 at signing; $5,000.00 due October 1, 2025; $4,600.00 due February 1, 2026; and a final balance of $8,850.00 due April 15, 2026 [venue_agreement.pdf p.1].
- **Cancellation by Client (Section 7):** "If Client cancels, all payments made are non-refundable." [venue_agreement.pdf p.1]
- **Cancellation by Venue (Section 8):** "If Magnolia Reach is unable to provide the Space on the Event Date for any reason other than Force Majeure, Magnolia Reach will refund all

payments made by Client, or, at Client's option, move the event to an available date." [venue_agreement.pdf p.1]

- **Force Majeure (Section 9):** covers "hurricanes, floods, fire, government orders or other events beyond its reasonable control," and states: "Construction delays are not Force Majeure." [venue_agreement.pdf p.1]
- **Disputes (Section 12):** any dispute "will be heard in the county where the venue is located," and "[t]he parties will first attempt mediation." [venue_agreement.pdf p.1]

Payments made

Our clients made the following payments to Magnolia Reach [payment_receipts.pdf p.1]:

Payment	Date	Amount	Source
Booking deposit (paid by Ms. Moultrie, credit card)	March 8, 2025	$5,000.00	Receipt MR-2025-0311 and card statement [payment_receipts.pdf p.1]
Second payment (paid by Mr. Ford, check; check paid by bank October 3, 2025)	September 29, 2025	$5,000.00	Receipt MR-2025-1004 and bank statement [payment_receipts.pdf p.1]
Third payment (paid by Ms. Moultrie, credit card)	January 29, 2026	$4,600.00	Receipt MR-2026-0129 and card statement [payment_receipts.pdf p.1]
Total (as read from the receipts)		**$14,600.00**	

Magnolia Reach's own client portal summary, printed February 20, 2026, shows a total contract price of $23,450.00, total paid of $14,600.00, and a balance of $8,850.00 due April 15, 2026 [payment_receipts.pdf p.1].

What happened

- **February 24, 2026.** You emailed our clients that "the Oak Pavilion renovation has fallen behind and our contractor can't finish before late summer," and that "[w]e won't be able to host your wedding on May 16." You offered a Sunday in October or November 2026 at the same price [cancellation_emails_and_listing.pdf p.1].
- **February 25, 2026.** Ms. Moultrie replied that the families' travel is booked for May 16 and an autumn Sunday does not work. She wrote: "Under Section 8 we choose a full refund of the $14,600 we have paid." [cancellation_emails_and_listing.pdf p.1]
- **March 3, 2026.** You responded: "Our deposits are non-refundable, as stated in Section 7. We can credit what you paid toward a future date only." [cancellation_emails_and_listing.pdf p.1]
- **March 4, 2026.** Mr. Ford wrote that "Section 7 is about cancellation by the client. You cancelled," and asked for the $14,600 to be refunded by March 20, 2026 [cancellation_emails_and_listing.pdf p.1].
- **After March 4, 2026.** The records show no reply as of April 2, 2026, and no refund [cancellation_emails_and_listing.pdf p.1].

- **March 30, 2026.** Our clients saved a "Spring Open Dates" listing from the Magnolia Reach website: "Just released: Saturday, May 16, 2026, Riverside Lawn with tented reception. Inquire now." [cancellation_emails_and_listing.pdf p.1]
- **April 1, 2026.** Our clients saved a post from the Magnolia Reach page: "Congratulations to the Pruitt family on booking their May 16 graduation party on our Riverside Lawn." [cancellation_emails_and_listing.pdf p.1]

Our clients have since booked another venue [firm notes].

Why the money must be returned

Section 8 governs this situation. Magnolia Reach has told our clients in writing that it cannot provide the Space on May 16, 2026, and the reason it gave is a delayed renovation of the Oak Pavilion [cancellation_emails_and_listing.pdf p.1]. That is not a hurricane, flood, fire, government order or other event listed in Section 9, and Section 9 states that construction delays are not Force Majeure [venue_agreement.pdf p.1]. Under Section 8, Magnolia Reach must therefore refund all payments made, or, at our clients' option, move the event to an available date [venue_agreement.pdf p.1]. The choice is our clients', not Magnolia Reach's. They exercised it in writing on February 25, 2026, and chose a refund [cancellation_emails_and_listing.pdf p.1]. Their reasons are plain: their families' travel is booked for May 16, and they have since booked another venue [cancellation_emails_and_listing.pdf p.1; firm notes].

Section 7 does not apply. It addresses only cancellation by the Client, and by its terms makes payments non-refundable only "[i]f Client cancels" [venue_agreement.pdf p.1]. Our clients did not cancel. Magnolia Reach told them it could not host the event [cancellation_emails_and_listing.pdf p.1]. Offering only a credit toward a future date does not satisfy Section 8 once our clients have chosen a refund.

If Magnolia Reach continues to rely on a non-refundable provision, we note that such a provision may not be enforced as a penalty in some circumstances [VERIFY: South Carolina rule on non-refundable deposits and liquidated damages]. Our clients' rights may also arise under other South Carolina law [VERIFY: South Carolina consumer protection law and any pre-suit notice rule].

We also note that Magnolia Reach's website and social media page, as saved by our clients, show May 16, 2026 on the Riverside Lawn being offered and booked for other events [cancellation_emails_and_listing.pdf p.1].

Demand

Our clients demand that Magnolia Reach refund [ADD: demand amount] by [ADD: response deadline]. Payment should be made by [ADD: payment instructions, including payee and delivery address].

Section 12 of the Agreement provides that disputes are heard in the county where the venue is located, [ADD: county], and that the parties will first attempt mediation [venue_agreement.pdf p.1]. If the refund is not received by the deadline, our clients intend to proceed under Section 12,

beginning with mediation, and we invite you to contact us before then to resolve this without further expense to either side.

This letter is not a complete statement of the facts or of our clients' rights or claims. All of their rights and remedies under the Agreement and applicable law are expressly reserved.

Sincerely,

Laura B. Pinckney
Pinckney Avery LLC