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.

- 5 citations could not be confirmed against the uploaded files (wrong page, or an amount or date not found on that page). They are marked [VERIFY: citation not confirmed].
- The values in the table are purchase costs from the asset register. Paragraph 5 of the agreement calls for replacement cost of any item not returned, so replacement costs are left as placeholders. Check the register total of $24,796.00 (the five listed costs add up to the same figure). It is shown only as a record total, not as a demand.
- The photo log says the photos are on "pages 5 to 7," but asset_register_and_receipts.pdf is one page. I cited p.1 for the log. Confirm the photos are available and the descriptions (photographers, dates) are accurate.
- Only the asset register supports the purchase of the hedge trimmer kit (BLC-117) and the string trimmer (BLC-121). No receipts for those two items were provided.
- Paragraph 4 sets the return date at the earlier of November 15, 2025 or the date either party ends the subcontract by written notice. The October 24, 2025 notice made termination effective October 31, 2025. Confirm which date the firm wants to rely on.
- The records do not say where the blower and hedge trimmer kit are. Mr. Pike's November 14 text mentions only the mower, trailer and string trimmer. Confirm with the client that nothing has been returned since November 14, 2025 and that there were no contacts after January 9, 2026.
- Mr. Pike says he is withholding the equipment over unpaid September invoices. The check register shows check 6702 for $2,860.00 with the memo "Sept 15 to Sept 30 invoices." Confirm that check covers everything he claims.
- The letter relies on the string trimmer admission in the November 14, 2025 text. Confirm the screenshot is complete and that the string trimmer's condition and the claimed breakage are not otherwise documented.
- Utah-specific items to check: recovery of personal property and any pre-suit notice, and any right Mr. Pike may claim to retain property during a payment dispute (both marked [VERIFY]).
- Placeholders remain for the firm address, date, delivery method, recipient ZIP code, return deadline, return arrangements, response deadline and demand amount. Confirm whether Mr. Pike is represented by counsel.

Kessler Strand PC
[ADD: firm street address]

[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Dalton Pike
Pike Yard Services LLC
88 Kettle Creek Lane
Millbrook Flats, Utah [ADD: ZIP]

Re: Demand for Return of Equipment, Equipment Loan Agreement dated April 7, 2025, Bramblecrest Landscape Co.

Dear Dalton Pike:

Introduction

This firm represents Bramblecrest Landscape Co. ("Bramblecrest") regarding equipment that you and Pike Yard Services LLC have held since the parties' Equipment Loan Agreement dated April 7, 2025. You signed that agreement both for Pike Yard Services LLC and individually [equipment_loan_agreement.pdf p.1]. This letter is addressed to you in both capacities. Please direct all further communications about this matter to me.

The property and ownership

Schedule A of the Equipment Loan Agreement lists the following equipment, which Bramblecrest lent to you [equipment_loan_agreement.pdf p.1]:

Item	Description or serial number	Value, if documented	Source
1. Enclosed cargo trailer	7 ft by 14 ft, tandem axle, VIN ending 52817, Utah plate T-48812 (asset BLC-098)	Purchase cost $8,950.00 (purchased March 4, 2025); replacement cost [ADD: value of item]	[equipment_loan_agreement.pdf p.1] [VERIFY: citation not confirmed]; [asset_register_and_receipts.pdf p.1]
2. Commercial zero-turn mower	60-inch deck, serial ZT60-448812 (asset BLC-104)	Purchase cost $11,480.00 (purchased March 19, 2025); replacement cost [ADD: value of item]	[equipment_loan_agreement.pdf p.1] [VERIFY: citation not confirmed]; [asset_register_and_receipts.pdf p.1]
3. Stand-on leaf blower	Serial SB-2207193 (asset BLC-109)	Purchase cost $3,265.00 (purchased March 19, 2025); replacement cost [ADD: value of item]	[equipment_loan_agreement.pdf p.1] [VERIFY: citation not confirmed]; [asset_register_and_receipts.pdf p.1]
4. Battery hedge trimmer	Two batteries and charger, asset tag	Purchase cost $689.00 (purchased March 27,	[equipment_loan_agreement.pdf p.1] [VERIFY: citation not confirmed];

Item	Description or serial number	Value, if documented	Source
kit	BLC-117	2025); replacement cost [ADD: value of item]	[asset_register_and_receipts.pdf p.1]
5. Commercial string trimmer	Asset tag BLC-121	Purchase cost $412.00 (purchased March 27, 2025); replacement cost [ADD: value of item]	[equipment_loan_agreement.pdf p.1] [VERIFY: citation not confirmed]; [asset_register_and_receipts.pdf p.1]

Total (as read from the bills): $24,796.00 in purchase cost for the five items [asset_register_and_receipts.pdf p.1].

Bramblecrest's ownership is documented as follows:

- Paragraph 2 of the Equipment Loan Agreement states that the equipment "remains Owner's property at all times" and that you have no right to sell, rent, pledge or lend it to anyone [equipment_loan_agreement.pdf p.1].
- Bramblecrest bought the trailer from Highline Trailer Sales under a bill of sale dated March 4, 2025 for $8,950.00, paid in full. A Utah title was issued to Bramblecrest on March 21, 2025 [asset_register_and_receipts.pdf p.1].
- Uinta Ridge Equipment Supply Sales Receipt No. 71904, dated March 19, 2025, shows Bramblecrest bought the zero-turn mower (serial ZT60-448812) for $11,480.00 and the leaf blower (serial SB-2207193) for $3,265.00, a subtotal of $14,745.00, paid in full by company check 6619 [asset_register_and_receipts.pdf p.1].
- Bramblecrest's fixed asset register, printed January 12, 2026, lists all five items, including the hedge trimmer kit (BLC-117) and string trimmer (BLC-121) purchased March 27, 2025 [asset_register_and_receipts.pdf p.1].
- A photograph taken April 7, 2025 shows the trailer loaded with the mower, blower and trimmers at Bramblecrest's Foxglove Road yard before pickup [asset_register_and_receipts.pdf p.1].

How you came to hold the equipment

Under the Equipment Loan Agreement, Bramblecrest lent you the Schedule A equipment for use only on residential mowing and cleanup work you performed as an independent subcontractor for Bramblecrest's customers [equipment_loan_agreement.pdf p.1]. You agreed to keep the equipment in good working order, store it indoors at your shop, and return it in the same condition, normal wear excepted [equipment_loan_agreement.pdf p.1].

Paragraph 4 requires you to return all equipment to Bramblecrest's yard at 3390 Foxglove Road on the earlier of November 15, 2025, or the date either party ends the subcontract by written notice [equipment_loan_agreement.pdf p.1]. Paragraph 5 requires you to pay Bramblecrest the

replacement cost of any item not returned, and the repair cost of any item returned damaged [equipment_loan_agreement.pdf p.1].

On October 24, 2025, Bramblecrest sent you written notice by email and first-class mail that it was ending the subcontract effective October 31, 2025. The notice asked you to return all Schedule A equipment to the Foxglove Road yard by October 31, 2025, and to call Ruben Salas to arrange a drop-off time [notice_and_messages.pdf p.1].

Requests and refusal

The record of Bramblecrest's requests and your responses is as follows [notice_and_messages.pdf p.1]:

- **October 24, 2025:** Bramblecrest's written notice and return request, described above.
- **October 30, 2025:** You wrote that you had received the letter, that Bramblecrest still owed you for the last two weeks of September, and that you were "holding the gear until that's paid."
- **October 30, 2025:** Bramblecrest responded that your September invoices were paid on October 10 by check 6702, and asked you to return the equipment the next day. Bramblecrest's check register shows check 6702, dated October 10, 2025, payable to Pike Yard Services LLC in the amount of $2,860.00, with the memo "Sept 15 to Sept 30 invoices," and cleared October 14, 2025.
- **November 14, 2025:** Bramblecrest wrote that nothing had been returned and asked you to confirm you would return the trailer and equipment by November 15. You replied: "The mower is at my shop, trailer too. The string trimmer broke, I tossed it. Not bringing anything back until we settle up."
- **December 2, 2025:** Bramblecrest's crew lead, Ruben Salas, photographed the trailer, bearing plate T-48812, parked beside your shop at 88 Kettle Creek Lane, from the public road [asset_register_and_receipts.pdf p.1].
- **December 3, 2025:** Bramblecrest wrote that its crew had seen the trailer at your shop the day before, asked you to return all equipment that week, and stated that it was not withholding anything from you. No reply is recorded.
- **January 9, 2026:** Bramblecrest sent a last request before involving counsel, asking you to return the trailer, mower, blower and hedge trimmer kit and to pay for the string trimmer. No reply was received.

To date, the equipment has not been returned [ADD: confirm current status with client].

Demand

On behalf of Bramblecrest, we demand that you:

- Return all Schedule A equipment (the trailer, mower, leaf blower and hedge trimmer kit with both batteries and charger) by [ADD: return deadline], to 3390 Foxglove Road, Sandpoint, Utah [firm notes], on the following arrangements: [ADD: return arrangements, such as drop-

off hours and contact person]. The equipment must be in the same condition as when it was lent, normal wear excepted [equipment_loan_agreement.pdf p.1].

- Pay Bramblecrest [ADD: demand amount] for any item not returned, including the string trimmer you stated you discarded [notice_and_messages.pdf p.1], as paragraph 5 of the Equipment Loan Agreement provides [equipment_loan_agreement.pdf p.1].
- Not sell, rent, pledge, lend, damage or dispose of any of the equipment while it remains in your possession.
- Respond in writing to this letter by [ADD: response deadline], confirming the location and condition of each item.

Bramblecrest also reserves its right under paragraph 5 to recover the repair cost of any item returned damaged [equipment_loan_agreement.pdf p.1]. Bramblecrest paid the invoices you have cited as the reason for holding the equipment, as described above, and the Equipment Loan Agreement does not condition the return of the equipment on any other payment [equipment_loan_agreement.pdf p.1].

State rules

If the equipment is not returned and the amounts above are not paid by the deadlines stated, Bramblecrest is prepared to pursue its civil remedies in Utah, including an action to recover the property and damages under the Equipment Loan Agreement. [VERIFY: Utah rule on recovering personal property (for example a replevin or claim and delivery action) and any notice required before suit] [VERIFY: Utah rule on any right to retain borrowed property as security during a payment dispute]

Nothing in this letter waives any of Bramblecrest's rights or remedies, all of which are reserved.

Sincerely,

Owen T. Kessler
Kessler Strand PC