

IN THE COUNTY COURT OF _____ COUNTY, _____

PLAINTIFF

v.

NAME OF DEFENDANT

NO. _____

COMPLAINT

COMES NOW _____, Plaintiff by and through counsel and files this civil action against _____ and in support thereof would show the following:

1. Plaintiff is a _____ business corporation with its principal place of business in _____, _____ County, _____.

2. Defendant is a rural water association with its principal place of business in _____, _____ County, _____ which may be served with process by serving its registered agent, _____, _____, _____, _____.

3. Defendant entered into a contract and agreement with Plaintiff whereby Defendant agreed to pay and compensate Plaintiff for a _____ on or about _____, ____ and the Defendant assumed responsibility for the payment of same. The sales agreement signed by _____ is attached hereto as Exhibit "A". An invoice is attached hereto as Exhibit "A-1".

4. Defendant has become indebted to Plaintiff pursuant to said contract and agreement in the amount of \$_____ and late charges of ____% per month through _____, 20___. Plaintiff has made demand upon Defendant pursuant to _____ Code Ann. Sec. _____; however, Defendant has failed and/or refused to pay said indebtedness.

COUNT I. CLAIM BASED ON OPEN ACCOUNT

5. The allegations of paragraphs 1 through 4 as set forth above are realleged in full and incorporated herein by reference.

6. Defendant has maintained an open account with Plaintiff for the purchase of the above referenced motor.

7. The total sum due Plaintiff from Defendant as a result of the contract or agreement is \$_____ together with late charges after _____, _____ at the rate of _____% per month all as more is specifically itemized in the Affidavit of Amount Due on Open Account, and the invoice attached hereto as Exhibit "A-1".

8. Plaintiff has made written demand upon Defendant for the payment of the amount owed on said account but Defendant has failed and/or refused to pay same within thirty (30) days of Defendant's receipt of Plaintiff's written demand. A copy of the written demand and evidence of receipt by Defendant is attached and made part of Exhibit "B" hereto and is incorporated herein by reference.

9. Because of the failure or refusal of Defendant to pay the amount due Plaintiff, Plaintiff has been forced to hire counsel to file suit against Defendant to recover the amount due Plaintiff. Plaintiff has agreed to pay said counsel a reasonable fee for the services rendered in connection with the collection of the amount due Plaintiff. Plaintiff is therefore entitled to recover from Defendant the unpaid principal amount plus prejudgment interest thereon plus reasonable attorney's fees pursuant to _____ Code Ann. Sec. _____ and all costs of court.

COUNT II.
BASED ON BREACH OF CONTRACT

10. The allegations contained in paragraphs 1 through 9 as set forth above are realleged in full and incorporated herein by reference.

11. By way of an alternative claim for relief, Plaintiff shows the current principal sum totally due Plaintiff from Defendant as a result of a contract and agreement entered into by and between Plaintiff and Defendant is \$_____. Plaintiff has made written demand upon Defendant for payment of said sums but Defendant has failed and/or refused to pay same. Said refusal by Defendant to pay the sum due Plaintiff constitute a breach of contract and agreement entered into by and between the parties. Defendant is presently indebted to Plaintiff for the said sum of \$_____ plus late charges of _____% per month since _____, _____.

12. Because of the failure and/or refusal of Defendant to pay the amount due Plaintiff and the resulting breach of contract, Plaintiff has been forced to hire counsel to file suit against Defendant to recover the amount Plaintiff. Plaintiff has agreed to pay said counsel a reasonable fee for the services rendered in connection with the amount due Plaintiff from Defendant. Plaintiff is therefore entitled to recover from Defendant the unpaid principal amount plus prejudgment interest thereon plus reasonable attorney's fees and all costs of court.

COUNT III.
ALTERNATIVE CLAIM BASED ON UNJUST ENRICHMENT

13. The allegations contained in paragraphs 1 through 12 as set forth above are realleged in full and incorporated herein by reference.

14. By way of an alternative claim for relief, Plaintiff would show Defendant requested and induced Plaintiff to sell said _____ on credit; that said product was not provided as a

gratuity; that Plaintiff did provide said product for the benefit of Defendant and at the request of Defendant as more fully set forth in the sales agreement and invoice attached hereto as Exhibits "A" and "A-1" and incorporated herein by reference; that Plaintiff provided the produce with full knowledge and approval of Defendant; that the product was provided by Plaintiff with the reasonable expectation that Defendant would pay for same.

15. Defendant has failed and/or refused to compensate Plaintiff for the product, rendered on credit, to and for the benefit of Defendant. Plaintiff has made written demand upon Defendant for said compensation but Defendant has still failed and/or refused to pay same. The reasonable value of the product and reasonable costs thereon is \$_____. The failure of Defendant to pay and compensate Plaintiff for the reasonable value of said product will result in unjust enrichment to Defendant.

16. By virtue of the product provided on credit by Plaintiff to and for the benefit of Defendant, Plaintiff is entitled to recover from Defendant the reasonable value of said product including a reasonable profit in the amount of \$_____ together with late charges and costs incurred by Plaintiff in connection with pursuing said remedy including reasonable attorney's fees and all costs of court.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Summons be issues against Defendant, that Defendant be cited to appear and answer herein and that on a final hearing hereof, Plaintiff have judgment entered against Defendant in the principal amount of \$_____ together with late charges, interest on the entire amount from and after the date of judgment until paid, reasonable attorney's fees and all costs of court incurred herein. In the alternative, Plaintiff prays that judgment be entered against Defendant for the reasonable value of the product provided on credit to Defendant including a reasonable profit in the amount of \$_____ together with late charges, interest from the date of judgment until paid and all additional reasonable and necessary expenses including reasonable attorney's fees and all costs of court. Plaintiff prays for such other relief to which it may be entitled.

This the ____ day of _____, _____.

Respectfully submitted,

BY:_____

ATTORNEY FOR PLAINTIFF