

Why You Need to Know If Your Construction Contracts are 'Under Seal'

When a client wants to pursue a lawsuit or arbitration, one of the first things an attorney should do is determine whether the statute of limitations has run on the client's claim, advise **Darren Rowles** and **Scott Cahalan** in a **post** for Smith, Gambrell & Russell, LLP's Construction Law blog.

"Many people are not aware, however, that parties to contracts, including construction contracts, may have the ability to increase the statute of limitations for a written contract by a factor of more than three hundred percent just by adding a few words to make their contracts 'under seal.' As a result, these people may increase their exposure to breach of contract/warranty claims without knowing they are doing so," according to their post.

They explain that, in Georgia, for example, a written contract that is not for the sale of goods would normally have a six-year statute of limitations measured from the date of breach, But a contract signed "under seal," has a statute of limitations of 20 years from the date of breach.

Read the article.