Another ‘Unsigned Agreement’ Held Enforceable Where the Parties Intended to be Bound, Despite Not Signing

James M. Wicks of Farrell Fritz **writes** about a recent breach of contract case in which a court found that an unsigned termination agreement between a real estate broker an another party was enforceable even though it never was signed.

He explains that the court focused its analysis on two questions: Is there evidence supporting a finding of an intent to be bound?, and if so, is there evidence that the parties “positive[ly] agree[d] that it should not be binding until so reduced to writing and formally executed”?

The ruling is a reminder that written agreements without the “not bound until signed or executed” clause is risky business, Wicks writes.

Read the article.