SCA: When is an Electronic Signature a Signature?

News

A signature communicated through an electronic medium like email correspondence is not a binding signature unless agreed to by the parties. In the absence of such agreement, a signature will only be valid if it appears in manuscript form regardless of the medium of communication.

Breach of Contract During COVID-19 Outbreak? Better Dust Off Your Agreements.

News

There are a few legal options that may help businesses avoid headaches down the road.

Time to Stitch Up Those Legal Documents: Common Mistakes, Misunderstandings and

Oversights

Insight

Legal documentation governing subscription credit facilities has certainly improved for both lenders and funds alike since the product first came to market.

Practical Tips for In-House Counsel From Recent Cybersecurity Decisions

Insight

The possibility of a cybersecurity incident—and ensuing litigation—is a fact of life for almost every business.

Court's $179 Million Award Underscores Importance of Confidentiality Agreements

Insight

In an important lesson for both employers and employees a California superior court judge affirmed a $179 million arbitration award against a former Uber executive.

NDAs in the USA Today: Refresher Course

Insight

DAs can and have become a point of contention in a world that is – rightly – more focused than ever before on sexual harassment issues and conduct in the workplace.

A General Counsel's View of Arbitration Clauses in Employee Contracts

Insight

One of the big upsides to arbitration from Fairey's point of view is that the process takes a lot of the emotion out of a dispute.

"Reasonableness" Is in the Eye of the Beholder: Vague

Contracts Clauses Invite Litigation

Insight

Schick, the shaving product company, recently announced it was abandoning its proposed $1.4 billion acquisition of rival startup Harry’s Razors.

Detecting Fraudulent Certificates of Insurance

Insight

The certificate of insurance is one of the most important documents that you can review in connection with your business contract, because if something goes wrong, you may need to tap that coverage.

Why Show Actual Damages When Contract Has a Liquidated Damages Clause?

Insight

Parties fighting an obligation to pay liquidated damages often say that the contract clause amounts to an unenforceable penalty.

Can a Third-Party Successfully Sue You for Failing to Provide Service Beyond the Scope of Your Contract?

Insight

A Florida appellate court concluded that a security services provider could not be held responsible for allegedly failing to protect a person who was criminally attacked.

Mangling the Drafting of Binding Arbitration Clauses

Insight

Arbitration is a matter of contract. There are plenty of articles out there on drafting arbitration clauses, but far too often drafters fail to consider the basics.

Use Precise Draftsmanship to Avoid or Obtain a Brokerage Commission Payment

Insight

When negotiating exclusive listing agreements or other forms of commission agreements any right to a commission after a broker's agency has expired must be discussed and memorialized in a contract.

Taking Care of Business (Day) — Defining "Business Day" in Agreements

Insight

In the USA, being all business all the time, "Business Day" is relatively easy to define, but suppose you have an international transaction?

When a "Time of the Essence" Closing Date Keeps Rolling

Like a Stone for 60 Days

Insight

Sellers need to consider the effect of the automatic bankruptcy extension when negotiating with buyers over the terms of a consensual closing extension even if the contract does not have a financing contingency.

The Three "Musts" for a Competent Affidavit or Declaration

Insight

The court reminded litigants that supporting affidavits must comply with three "musts" for a competent affidavit or declaration.

Why Change Orders Matter

Insight

Changes are often needed in the course of a construction project. And those changes typically include work that is either added or removed from the original scope of work.

Majority of Corporate Counsels Are Using Outdated, Unsecure Technology to Manage Contracts

News

ContractPodAi finds that 62% of companies are still using Excel, SharePoint or email to manage contract data and only 18% are using technology to gain competitive advantage

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Tips for Drafting Arbitration Clauses in Smart Contracts

Insight

If a dispute arises, the parties may prefer arbitration as an alternative to court, but arbitration doesn’t happen on its own – it typically requires a properly drafted arbitration clause.

How to Write Gender-Neutral Contracts

Insight

Conversations around gender and gender neutrality are becoming more and more mainstream, so it is logical that they stay ahead of the trend.