Contractual Insurance Requirements: Traps for the Unwary

Insight

Lyndon Bittle of Carrington Coleman discusses “traps for the unwary” lurking in construction contract insurance requirements, focusing on the ubiquitous commercial general liability policy.

In Form Contracts, Don’t Silence Consumers with Gag Clauses: FTC’s Consumer Review Fairness Act

Insight

The FTC’s Consumer Review Fairness Act states that such gas clauses are illegal and void in form contracts.

Lawyers Can Be Sued for

Allegedly Violating Confidentiality Deal in Monster Energy Suit

News

The court found there is no question the language of the confidentiality provisions purported to encompass both the parties and their lawyers.

More Idiosyncrasies of the Common Law of Contract You Need to Know

Insight

Simply reading the agreement and concluding that indefinite is the same as forever, or that there is not a built-in implied end date not otherwise stated, is not enoughm warns Glenn D. West of Weil, Gotshal & Manges.

Understanding Contractual Limitations on Liability

Insight

A post on the website of Best Best & Krieger discusses what

contractual limitations on liability can mean for a business.

Web Scraping Decisions Consider Contract Cause of Action

Insight

Two recent web scraping disputes highlight some important issues regarding whether a website owner may successfully allege a breach of contract action against a commercial party that has scraped website content, according to a Proskauer post.

Court Holds Delta’s Privacy Policy Isn’t a Contract

Insight

The key to Delta’s victory may have been a novel theory that its privacy policy should not be treated as a contract with a consumer, according to Manatt, Phelps & Phillips.

‘Express Written Consent’ Means Express Written Consent—No More, No Less

Insight

When drafting contracts, you should say what you mean and mean what you say, and reliance on oral representations directly contrary to the terms of a written agreement between sophisticated parties is not justifiable.

Contract Drafting Privacy Policies for a Company Website

Insight

Failing to be aware of laws and regulations pertinent to your particular industry and business and ultimately implementing inaccurate or misleading privacy policies could expose your company to liability, warns Morgan Lewis.

Five Must-Haves for Avoiding

Risky Disasters – Insurance Procurement Clauses

Insight

A Brouse McDowell Insurance Blog post discusses the drafting of insurance requirements in a contract to ensure that, in the event of a loss arising out of the work performed, parties will have assets available for that loss.

Five Strategies to Increase Buyer Leverage in Sign-and-Go-Hard Transactions

Insight

A post on the website of Allen Matkins offers five strategies for real estate buyers to increase their leverage when dealing with a seller who requires a sign-and-go-hard transaction.

N.J. Appellate Court Confirms that AIA Construction Contract Bars Insurer's

Subrogation Claim

News

A New Jersey has confirmed that the waiver of subrogation provision in a commonly used form construction contract precluded an insurer’s claims against a subcontractor.

How AI Contract Management Improves the Value of the Legal Department

Insight

ContractWorks has published a guide to artificial intelligence and its impact on legal departments today and made it available for downloading.

Don’t Grant Feedback Licenses (Do This Instead)

Insight

No one can actually own an idea or suggestion. There’s no such thing as a patent or copyright on an idea, explains a post by Tech Contracts Academy.

Supply Chain Agreements: Structuring Key Provisions

Insight

Complex supply chains and the current political climate create an environment of uncertainty for some companies, explains a Foley & Lardner post.

Texas Adds New Statutory Requirements on Land Leases for Wind Farms

Insight

Future land leases in Texas for wind power facilities should include provisions to comply with the new statute's requirements, advises Holland & Knight.

Does An Attorney's Fee Clause Survive Contract Rescission?

Insight

If a contract is extinguished by rescission, it would seem

that all of its provisions, including a prevailing party attorney's fee clause, would be extinguished, but that may not be the case, according to Allen Matkins.

Don't Assume That Closely Related Agreements Will Be Interpreted As One Contract

Insight

Even very closely related agreements still may be viewed as completely independent if there is a claim that only one of them has been breached, warns Burns & Levinson.

Defining the Limits of Arbitral Authority

Insight

Sometimes arbitrators issue awards that impose their own view of a "just" remedy at the expense of the painstakingly negotiated provisions in the parties' contracts, writes Robert J. Kaler of Holland & Knight.

Protecting Privileged Pre-Merger Communications Through Contractual Provisions

Insight

Sell-side counsel are well advised to negotiate provisions akin to the retention clause, or privileged communications may fall into the hands of acquirors to be used in post-closing litigation against the sellers, advises Pepper Hamilton.