# 3 Practical Business Contract Tips From Travelzoo GC Rachel Barnett

***Insight***

In an article on Above the Law’s website, Rachel Barnett discusses three of the most important clauses readers can learn from her book.

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# How to Build a Solid Contractual Risk-Transfer Program

***Insight***

Without a properly structured risk-transfer program, a general contracto, owner or property manager could assume financial responsibility unnecessarily for losses caused by a third party, warns Tommy Williams, USI Uniondale vice president.

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# Creating Defensible Employment Agreements Before

# an Employee’s First Day

***Insight***

Significant tools in the arsenal of strategies are contracts signed by the employee, but waiting until the employee departs is too late to start thinking about them, points out Spiwe L. Jefferson in an article for the ACC.

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# Key Provisions for Supply Chain Contracts

***Insight***

By paying careful attention to the terms of its supply chain contracts, a company can help to mitigate its risks while at the same time maximizing the value of its supply chain, according to a Foley & Lardner post on its website.

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# Three Legal Pitfalls to Avoid in Blockchain Smart Contracts

***Insight***

While the use of smart contracts is tempting, this silver bullet of efficiency and lower costs doesn’t come without potential problems, warns Gregg M. Jacobson of Chamberlain Hrdlicka.

# 6 Essential ‘TENANT’ Tips for Negotiating a Commercial Lease

***Insight***

Real estate lawyer Laura A. Drossman uses a handy acronym to illustrate some of the issues and some tips for tenants approaching lease negotiations in a commercial setting.

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# Defending Breach-of-Contract Claims in Data-Breach Litigation

***Insight***

A post on the What’s Fair? blog on the Ellis & Winters LLP website discusses a recent federal appellate decision that shows how data-breach lawsuits premised on overpayment theories – which often assert claims sounding in contract – still face an uphill battle.

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# Tips For Drafting Employee Handbooks: Avoiding Breach of Contract Claims

***Insight***

To avoid breach of contract claims premised on employee handbook policies, employers should include an express contract disclaimer in their employee handbook, according to Bryan Cave.

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# Enforcing Nursing Home Arbitration Agreements Post-*Kindred*

***Insight***

A recent ruling for a state supreme court may be indicative of what litigation over nursing home arbitration agreements will look like after the U.S. Supreme Court's ruling in *Kindred Nursing Centers v. Clark*, according to Arbitration Nation.

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# General Counsel – Contract

# Process or Risk Management?

***Insight***

Berkman Solutions offers some advice on how general counsel can balance demands for quick turn around of contracts with effective legal risk management.

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# Recent ITAR Case Sends Important Message For Small/Midsized Government Contractors

***Insight***

A recent State Department ITAR enforcement case involving a supplier of military spare parts sends a valuable message to small and mid-sized government contractors of every type, writes Thomas B. McVey of Williams Mullen.

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# Webinar: Implement Contract Triage in 5 Steps

***Event, Nov. 29, 2 p.m. EST***

A new webinar from LawGeex will cover how to create an internal contract triage process in five steps, all the way from planning through to execution.

# Allocation of Data Breach Risks and Costs in Vendor Contracts: Negotiate, Negotiate, Negotiate

***Insight***

If the organization's sensitive data is breached while under the control of a vendor, the vendor's only obligation is to notify the organization, warns Anne S. Peterson of McGuireWoods.

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# Timing is Vital in a Release Clause in Any Settlement Agreement

***Insight***

Lawyers – particularly those representing plaintiffs – should give thoughtful attention to the timing of a release clause in any settlement agreement, advises Lisa B. Markofsky in a post for Proskauer Rose LLP.

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# Leaving the Contractual Term ‘Voting Power’ Undefined Could Be Risky Business

***Insight***

Any attorney who regularly drafts stock purchase agreements, voting agreements, or other contracts that use the term “voting power” would do well to take note of a recent ruling, according to an article on the website of Patterson Belknap Webb & Tyler LLP.

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# A Lesson from the 3rd Circuit on Arbitration Clauses: Say What You Mean

***Insight***

A recent decision by the United States Court of Appeals for the Third Circuit is a reminder that – for an arbitration clause to apply in certain situations or to certain parties – that intention must be built into the plain terms of the contract.

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# Senate Kills Rule On Class-Action Suits Against Financial Companies

***News***

Vice President Pence cast the tie-breaking vote to rollback the Consumer Financial Protection Bureau rule banning restrictive mandatory arbitration clauses found in the fine print of credit card and checking account agreements.

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# Webinar on Improving Legal and Contract Collaboration, Featuring Forrester

***Event, Nov. 2, 2017, 11 a.m. ET***

Optimus BT will present a free webinar providing a comprehensive overview of Legal Contract Collaboration by Optimus and Forrester for the Microsoft Cloud.

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# Microsoft SPLA Self-Assessment – What It Is, and

# How to Respond

***Insight***

Christopher Barnett of Scott & Scott LLP writes that many of his clients have been contacting his firm in recent weeks regarding notices they received from Microsoft requesting an internal self-assessment of their license positions under their Services Provider License Agreements.

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# Business With a Friend: Lessons from a Liftboat Contract

***Insight***

Charles Sartain, a partner in Gray Reed, uses a recent 5th Circuit ruling on a liftboat construction contract to illustrate his advice on how to administer and perform a contract, especially one with a friend.