

Don't Ask, Don't Add?

"Should you add or suggest a modification to a contract or lease when it is not to your client's best interest? No? Never? The answer is Yes and here's why," writes Henry Pharr in *Offit Kurman's blog*.

"In the process of negotiating a business transaction, many attorneys are left to ponder why their opposing counsel or his or her client did not suggest (or even demand) a contract term that is clearly to that side's advantage or even failed to discuss an important concept that affects all parties to the agreement. As an advocate for the client, one might stay silent in order to preserve the benefit of the absence of such matters. Certainly, it is a 'win' for your client? And it won't hurt your relationship with them to happily announce that the opposing party and his lawyer 'left one out that will hurt them and help us!'"

"However, as an adviser to your client, and for their long-term benefit, there are many instances where leaving out a key substantive or procedural term will end up causing more problems than raising the subject and negotiating terms that both sides can agree to."

Read the article.