Choice of Venue Provision Upheld in Employment Contract

Forum selection clauses that are not adhesive will be interpreted independently of the court's determination of the enforceability and validity of the contract as a whole, according to a post in Baker Sterchi Cowden & Rice's **Employment Law Blog**.

Robert Chandler discussed the case of *Reed v. The Reilly Company, LLC*, in which the plaintiff, terminated by the Reilly Co., brought claims in Missouri. Reilly moved to dismiss, based on a contract provision stating that disputes must be brought in Kansas.

"Parties drafting forum selection clauses should exercise care to avoid contracts that are adhesive – i.e. agreements reached without a realistic opportunity for bargaining – and to choose forums which will be considered "neutral" and not overly advantageous to the party drafting the agreement," Chandler explains.

Read the article.