

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.