

# Don't Overreach by Retaining the Unilateral Right to Modify An Arbitration Agreement

If a contract is too one-sided, it can be ruled illusory and unenforceable, warns Shepard Davidson in the Burns Levinson **In-House Advisor** blog.

That is exactly what happened to the defendant in *McNamara v. S.I. Logistics, Inc.* when it tried to enforce its contractual right to arbitration he writes.

In that case, the defendant sought to compel arbitration based on an agreement that purported to grant the company the unilateral right to modify its terms without any prior notice to McNamara, a former affiliate.

The court found in favor of McNamara, finding that the agreement was illusory.

**Read the article.**