

Are 'Best Efforts' Provisions Enforceable in Maritime Contracts?

Parties to maritime contracts frequently include requirements that one or the other party or both of them will use their "best efforts" to perform duties described in the contract, but sometimes it's unclear what the phrase "best efforts" actually means to them and what a court will say it means should a dispute arise.

Robert Stefani of King, Krebs & Jurgens, PLLC has written a paper describing the practice and discussing two approaches that are evident in the relevant case law. JD Supra Business Advisor posted the article.

He writes that including "best efforts" provisions in a maritime contract can be a good practice, but only if the contract includes guidelines as to what constitutes the party's "best efforts."

Read the article.