

Should Your Family-Owned Business Include a Forum Selection Clause in its Agreements?

A recent ruling illustrates how courts will typically enforce a valid forum selection clause, absent a compelling showing of prejudice to the party opposing a lawsuit in the agreed-to forum, according to **a post** by Murtha Cullina's Family Business Perspectives blog.

Michael P. Connolly explains that "while substantive disputes under an agreement may still arise, a forum selection clause at least may provide a measure of certainty from the outset as to the location of any future legal action. Without such a clause, a party to an agreement may be forced to litigate in a distant, inconvenient or otherwise unwanted location, which may ultimately increase the expense, disruption and risk in connection with any future lawsuit."

Read the article.