Five Steps for Drafting an Effective “Extenuating Circumstances” Cancellation Policy

Insights

As local and national regulations seek to ‘lower the curve’ of infections of the COVID-19 illness, they have forestalled a host of consumer transactions, most notably those regarding travel, hospitality, and community events.

Breaking Contracts Over Coronavirus: Can You Argue ‘Act Of God’?

Insights

The coronavirus pandemic has prevented countless people from fulfilling their contracts, from basketball players to babysitters.

How to Draft a Prenuptial

Agreement for an International Couple

Insights

You are asked to prepare a prenuptial agreement between spouses of different nationalities, who have different prior countries of residency, assets in various international locations and future plans to relocate to one or more countries.

Unjust Enrichment vs. Quantum Meruit

Insights

Express contracts are easy enough to understand. An express contract is a legally enforceable agreement formed by an exchange of promises, the terms of which are declared, either orally or in writing, at the time the agreement is formed.

Surrounding Circumstances Don’t Always Inform Deed Construction

Insights

A discussion about an assignment of an overriding royalty in

minerals unambiguously conveyed the override in production under an entire lease.

Substantial Completion Defined

Insights

Substantial completion is a legal term found in construction contracts to define that stage of a contractor’s work which is sufficiently complete in accordance with the applicable construction agreement.

If You Want the Benefits of an Arbitration Agreement, Say So

Insights

Both contract language, and keeping such language up-to-date, is critical for navigating the legal landscape of company relationships with vendors, including enforcing arbitration provisions.

Managing Contract Risks & Remedies in a Time of Coronavirus

Insights

One couldn’t plan ahead for this current Coronavirus pandemic that now has indeed created an unprecedented, unforeseeable emergency with many scrambling to evaluate the consequences of a failure or inability to perform

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Are Electronic Signatures Legally Enforceable?

News

“Despite the speed and efficiency that comes with signing documents electronically, many business people (and even some lawyers) remain reluctant to accept electronic signatures.

Time to Review Your (and Your Suppliers’) Business Continuity and Disaster

Recovery Plans

Insights

Business continuity and disaster recovery (BC/DR) plans are an essential element of your and your suppliers' business—an increasingly apparent fact as we now face the uncertainty caused by COVID-19.

Now Is The Time To Review Your Consent Order And Assess Your Options

Insights

Businesses performing mandatory remedial actions or other corrective action pursuant to regulatory enforcement documents should review their settlement agreements or consent orders to understand the procedural requirements they must follow to invoke their force majeure clause.

Leading-Edge Law: Two Key Contract Provisions to Watch in a Pandemic

Insights

Because of the coronavirus pandemic, businesses worry about

whether they can meet their contractual obligations to other businesses.

SCA: When is an Electronic Signature a Signature?

News

A signature communicated through an electronic medium like email correspondence is not a binding signature unless agreed to by the parties. In the absence of such agreement, a signature will only be valid if it appears in manuscript form regardless of the medium of communication.

Breach of Contract During COVID-19 Outbreak? Better Dust Off Your Agreements.

News

There are a few legal options that may help businesses avoid headaches down the road.

A General Counsel’s View of Arbitration Clauses in Employee Contracts

Insight

One of the big upsides to arbitration from Fairey’s point of view is that the process takes a lot of the emotion out of a dispute.

Why Show Actual Damages When Contract Has a Liquidated Damages Clause?

Insight

Parties fighting an obligation to pay liquidated damages often say that the contract clause amounts to an unenforceable penalty.

Use Precise Draftsmanship to Avoid or Obtain a Brokerage

Commission Payment

Insight

When negotiating exclusive listing agreements or other forms of commission agreements any right to a commission after a broker’s agency has expired must be discussed and memorialized in a contract.

Taking Care of Business (Day) – Defining “Business Day” in Agreements

Insight

In the USA, being all business all the time, “Business Day” is relatively easy to define, but suppose you have an international transaction?

Tips for Drafting Arbitration Clauses in Smart Contracts

Insight

If a dispute arises, the parties may prefer arbitration as an alternative to court, but arbitration doesn’t happen on its own – it typically requires a properly drafted arbitration clause.

How to Write Gender-Neutral Contracts

Insight

Conversations around gender and gender neutrality are becoming more and more mainstream, so it is logical that they stay ahead of the trend.