# Duty of Good Faith, Tortious Interference, and Statutes of Limitation

***Insight***

A ContractsProf Blog post shows just how nasty contractual parties may act towards each other in violation of the duty of good faith and fair dealing.

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# A Basic Compliance Requirement: A Contract Management System

***Insight***

Michael Volkov of Volkov Law group has posted an article that says a contract management system is imperative for businesses.

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# Interpreting Indemnity Provisions in Construction

# Contracts

***Insight***

Interpretation of contractual indemnity provisions can vary from jurisdiction to jurisdiction. And such interpretations can be wildly divergent and often result in contradictory interpretations and enforcement, according to a Faegre Baker Daniels LLP post.

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# Contract Roulette: The Top Five Agreements That Get Businesspeople into Trouble

***Insight***

You can do a lot of damage with a signature, warns Jack Garson of Garson Law LLC in Bethesda, Maryland. You can go broke.

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# Contracting Around Class Actions, a Win for Employers

***Insight***

A recent Ninth Circuit ruling that Uber's arbitration agreements did not violate the National Labor Relations Act provides a major victory to Uber by requiring each plaintiff to separately arbitrate his or her claims.

# Bankruptcy Court Finds Arbitration Clause in Consumer Loan Contract to be Sufficient Cause to Grant Relief from Automatic Stay

***Insight***

Because the court concluded that the invalidity claims were not core issues, the court granted the borrowers' motion for relief from the stay.

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# Why Getting the Wrong Result in Arbitration May Be What You Bought

***Insight***

Resolving disputes in arbitration can sometimes lead to surprising results, even ones that might be inconsistent with the underlying contract or with applicable state law, warns Ken Slavens for Husch Blackwell.

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# Understanding Similarities and Differences in Four Oilfield Anti-Indemnity Acts

***Insight***

Indemnity provisions in the energy industry are a staple in Master Service Agreements and can be unilateral or mutual, explains a post on the website of Kean Miller LLP.

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# Where Can I Sue You? Forum Selection vs. Choice of Law

***News***

A post on the website of Meislik & Meislik discusses the differences between two contract provisions that sometimes are confused: forum selection and choice of law.

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# Teaming Up? Avoid Unenforceable Agreements to Agree

***Insight***

Teaming agreements are intended to define the relationships, rights and responsibility of all parties involved during both

the pursuit of the work.

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# Take Care: Headings Can Affect Contract Interpretation

***Insight***

Contract headings can be a trap for the unwary—courts have used them to interpret the parties' intent when a provision is ambiguous or misleading, warns Julie Brook for CEBblog.

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# Federal Appeals Court Rules Uber Can Force Drivers Into Individual Arbitration, Voids Class-Action

***News***

The U.S. 9th Circuit Court of Appeals in San Francisco overturned a lower-court order that had certified the drivers' class-action effort.

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# Time to Reconsider No Poaching Agreements? Yes, Emphatically.

***Insight***

Franchisors need to review their franchise agreements and take immediate action in response to the recent onslaught of legal action over “naked no-poaching” provisions in franchise agreements, according to a post in Franchise Law Update on the website of Fox Rothschild.

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# Podcast: Legal Writing Pro Is Helping Teach AI to Draft Contracts

***News***

Ken Adams has brought his contract expertise to a Pittsburgh artificial intelligence startup, according to the *ABA Journal*.

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# Subcontractor Approval in Contract Drafting

***Insight***

Nearly every form of service agreement contains a provision

restricting the ability of one or both parties to subcontract their obligations, points out a post in the Tech & Sourcing blog at Morgan Lewis.

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# Non-Enforcement of Non-Competes: What's an Employer to Do?

***Insight***

Companies should consider the reasonableness of the restrictions and consider whether the restrictions can be tied to legitimate protectable business interests, advises Baker, Donelson, Bearman, Caldwell & Berkowitz, PC.

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# No Law Prohibits a Sudden NFL Retirement

***Insight***

Surprising as it seems, an NFL football player, a CEO or a partner in a partnership can generally walk off the job at any time, says Dallas labor and employment attorney Rogge Dunn of Rogge Dunn Group, PC.

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# Minimum Volume Commitments in the Midstream Industry

***Insight***

In the midstream industry, these contracts are typically utilized to enable the operator to recoup the costs of constructing infrastructure, such as a processing plant or pipeline lateral, for the benefit of the counterparty, according to Opportune.

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# Construction Arbitration: The Pros and Cons

***Insight***

Most parties involved in a construction project have a contract that defines their responsibilities, and many of these construction contracts also contain arbitration clauses, according to Ward and Smith.

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# Unsigned Contract Still a Written Contract

***Insight***

Can an unsigned contract still be a contract? The answer is yes, for statute of limitations purposes, says the 7th Circuit

Court of Appeals, according to Masuda, Funai, Eifert & Mitchell.