After the Storm – Key Force Majeure Issues in Contracts

Insight

Many contractual provisions and some statutory provisions require a party that is claiming force majeure to notify the other parties to the contract of the event of force majeure, write Raedtha A. Vasquez and Edward Hart Bergin, partners in Jones Walker LLP.

SEC Continues to Limit Language in Employment-Related Contracts

Insight

The SEC has rejected language in severance agreements requiring employees to waive rights to receive additional monetary recovery, particularly awards for providing information to government enforcement agencies, reports Ogletree, Deakins, Nash, Smoak & Stewart.

Continuing Bad Faith: Theory

of Liability or Rule of Evidence?

Insight

When a bad faith lawsuit converts the quasi-fiduciary relationship with the policyholder into an adversarial one, how does a policyholder lawsuit affect the insurer's duty of good faith? And, how does the insurer's duty of good faith affect the lawsuit?

For Businesses, Vendor Contracts Can Have Huge Cybersecurity Implications

Insight

Companies can be at risk and liable when dealing with vendors who have direct access to sort, store or transmit their data, a Dallas lawyer told the *Dallas Business Journal*.

Avoid Nullification of Contractual Indemnity

Protection

Insight

Because of unforeseen risk, additional insured endorsements have been revised to link contractual indemnity obligations to additional insured coverage, writes James J. Buldas of Pietragallo Gordon Alfano Bosick & Raspanti LLP.

Court Dismisses Chicken Grower's Claims That OK Foods Breached Contract

News

The company terminated its grower's agreement following the drowning deaths of an estimated 19,000 broiler chickens during a May 2015 rainstorm.

Increasing Use of Cyber Insurance Requirements in Contracts

Insight

Insurance requirements are common in commercial contracts, and many contracts now include a sub-clause regarding cyber insurance, write Branwen Buckley and Corby J. Baumann of

Thompson Hine.

Selling Your Product or Service Into China: The Contract Basics

Insight

Dan Harris of China Law Blog has published a sample email that addresses many of the key points a company should be thinking about if it is contemplating selling into China.

The Drive to Automation and Your IT Outsourcing Contract

Insight

Barbara Melby and Glen Rectenwald of Morgan, Lewis & Bockius address the question of what robotics and automation really mean in the context of an IT outsourcing contract.

The Buyer’s Guide to Contract Lifecycle Management Software

Insight

With hundreds of solutions to choose from, understanding where to begin with contract lifecycle management software is challenging. “The Buyer’s Guide to Contract Lifecycle Management” is available for downloading.

Indemnification in Commercial Agreements – What is It and Should You Be Concerned About It?

Insight

A broad indemnification that may have been reasonable for a startup company to provide will not be viewed favorably when the applicable contract is assigned to an acquiring company that has more assets at risk if there is an indemnification claim, writes Susan M. Hartman of Buchanan Ingersoll & Rooney.

Arbitration Saves Money and

Patents in International Disputes

Insight

If parties to a license or industry dispute resolution agreement devote appropriate time and effort to preparing an arbitration provision to meet their specific objectives, arbitration can be a valuable tool in resolving patent disputes, writes Kirk Watkins of Womble Carlyle Sandridge & Rice, LLP.

Let’s Make A Deal – What You Should Know About Letters Of Intent

Insight

Whether you are leasing real estate or buying or selling a business or real estate, the letter of intent (LOI) is the usual and practical initial step, writes Bernard B. Kolodner for Kleinbard LLC.

Insurance, Indemnification,

and Limitation of Liability Provisions in Business Contracts

Insight

“Fundamentally, the purpose of insurance, indemnification, and limitation clauses is to allocate risks,” writes Kenneth Gorenberg of Barnes & Thornburg LLP.

How to Think About “Smart” Contracts

Insight

One way to view these two different categories of smart contracts is just to see them along a scale, from existing legal contracts, to legal contracts that are partially reduced to code, to transactional terms completed reduced to code, writes Lance Koonce.

Companies Can’t Contract Around WARN Act Sale of

Business Exception

Insight

Parties to a corporate transaction should be aware that WARN liabilities are governed by statute, and the implications of WARN obligations and the sale of business provision of WARN must be carefully evaluated, according to Epstein Becker & Green.

Webinar: Managing Your Contractual Obligations | Best Practices

On-Demand

Whether it’s the deliverables due to your customer or those due to you, it’s vital that these obligations are properly tracked and managed.

With Business Contracts, Lost Profits (Not Lost Revenues) are Proper Measure of Damages

Insight

In late June, the District Court of Appeal of Florida, Fourth District, reiterated that in a breach of contract case, lost

revenue alone is typically an improper measure of damages, accordingn to a report from Roetzel & Andress.

Browsewrap Agreement Held Unenforceable – Website Designers Take Note

Insight

Website developers – and their lawyers – should take note of a recent California case, part of an emerging trend of judicial scrutiny over how browsewrap terms are presented, write Jeffrey Neuburger and Daryn A. Grossman of Proskauer Rose LLP.

Preventing Limitation of Liability End-Runs

Insight

Owners who are dissatisfied with their contractors' performance increasingly assert fraud-based claims in addition to breach of contract claims because fraud-based claims are not typically barred by contractual waivers and limits of liability, according to a client alert published by Pepper Hamilton.