Tinkering With Ipso Facto Provisions in Financial Contracts Could Send Them Sailing Out of Safe Harbors

Insight

The question in the case described by Maurice Horwitz Weil, Gotshal & Manges was whether an ipso facto provision continues to be safe harbored if enforcement of that provision is conditioned on other factors – in this case, the debtor's failure to perform under the contract.

Employees Bound By Clickthrough Agreements – *ADP v. Lynch*

Insight

A clickthrough agreement provides tangible evidence that employees "got the memo" (even if they chose not to read it), writes Eric Goldman in the Technology & Marketing Law Blog.

No Arbitration For Lawyer Accused of Breaches in Deal With Client

Insight

A California appellate court closely parsed the language in an arbitration clause and reversed an order compelling arbitration of a dispute between a lawyer and his client-turned-business-partner, reports Karen Rubin in Thompson Hine's blog, The Law for Lawyers Today.

Not-So-Clever Contracts

Insight

Smart contracts mean a different order of automation: economic transactions are put on auto-pilot, writes *The Economist*.

Time to Bring Employment Discrimination Suit Cannot Be Reduced By Contract

Insight

An article written by Deborah H. Share for Porzio, Bromberg & Newman's Employment Law Monthly reports that employers cannot contract with employees to reduce limitations periods for

discrimination claims, according to a recent New Jersey Supreme Court decision.

How to Stop Making Costly IT Contract Mistakes

Insight

Poor IT contract management can cost your business time, money and legal fees, writes Sarah K. White for CIO.com.

How to Defend Against a Breach of Contract Claim

Insight

One of the most common business disputes involves a breach of contract, where lawsuits are filed because one party believes another party has failed to deliver on the terms of a written – or sometimes oral – contract, writes Romy Jurado in a blog article for Jurado & Farshchian.

Can Non-Compete Agreements Be Classified As Personal Services Contracts?

Insight

The 8th Circuit Court of Appeals recently addressed an issue that frequently arises in the non-compete context: what happens when a company buys the assets of another and then tries to enforce non-compete agreements? Michael Elkon of Fisher & Phillips discusses the case.

Despite (or Because of) Extensive Negotiations, No Contract and No Promissory Estoppel

Insight

In this case, the fact that there was no integrated agreement did not defeat the plaintiff's breach of contract claim. Rather, the question was whether there was ever an intent to create a contract, writes Stephen M. Proctor of Masuda Funai.

Court Finds That Text Message Can Form Binding Contract

Insight

A Massachusetts court ruled that a string of text messages can constitute a writing under the Statute of Frauds sufficient to bind the parties to sell certain property, writes Matthew DeVries on Burr & Forman LLP's Best Practices Construction Law.

Breaking Up Is Hard to Do: Tips for Handling Supplier Terminations

Insight

The decision to end a supplier relationship can be a difficult one, often reached only after multiple attempts to fix problems have failed and various alternatives to termination have been fully considered, writes Robert F. Ware of Thompson Hine.

Classic China Scam: Come to

China to Sign the Contract

Insight

Once the Westerner gets to China, the local representative profits by splitting inflated costs incurred at hotels and restaurants and from fake notary charges, explains Dan Harris in Harris Moure, LLP's China Law blog.

Subcontractor's Failure to Strictly Comply With Notice Provision Costs $200,000

Insight

When you are required to strictly comply with a particular provision or legal requirement, then any departure from that requirement (no matter how insubstantial) can void the claim or provide an absolute defense, writes Matthew DeVries of Burr & Forman LLP.

Webinar: New Contract-Tools Microsoft Add-In

News

Paper Software has announced the release of Contract Tools, a powerful new Microsoft Word add-in designed to aid in working

with contracts.

Enforceability of Electronic Agreements in Real Estate Transactions

Insight

It is becoming common for more and more transactions to be created, negotiated, finalized and executed electronically, according to an alert from Arnall Golden Gregory LLP. From a real estate perspective, virtually all documents other than those that are being recorded are exchanged electronically.

Time to Update Your Client Arbitration Agreements

Insight

The failure to incorporate new standards into fee agreements means not only that non-conforming provisions will be deemed unenforceable, writes Edward F. Donohue III of Hinshaw & Culbertson LLP.

New Federal Trade Secrets Law Contains A Hidden Trap

Insight

Immunity notification requirements of the Defense of Trade Secrets Act are less than straightforward, writes writes Michael Greco in Fisher Phillips. If employers intend to avail themselves of the new federal cause of action, they should carefully analyze their agreements and policies to ensure compliance.

Contractual Waiver of Subrogation Applied to Owner’s Non-Work Property

Insight

Considerable litigation has arisen as to whether a waiver of subrogation provision in a construction contract applies to bar an insurer’s subrogation claim against a contractor to the extent the insurer covered damage to the owner’s “non-work” property under the owner’s existing property policy, writes Robert Barrack of Robinson Cole.

Embrace Standards – Don’t Use Form Contracts

Insight

Jordan Couch, Seattle Lawyer, writes about why contract drafters should embrace standards but not use form contracts.

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5 Writing Tips for Every Contract You Draft

Insight

The CEB Blog article offers advice on five writing tips that can apply to any type of contract: don’t use legalese, avoid ambiguity, don’t use sexist language, use consistent terminolog, and avoid redundancy.