Does the contract accurately set expectations and capture the agreement between the parties?

* Dates are correct
* Name of parties are correct and spelled accurately
* Business entity type is accurate
* Addresses are correct
* Scope of services is well defined (tells who, what, when, where, and how)
* Timeframe of delivery is defined
* Method of payment defined
* Payment due date defined
* Does it clearly state what terms are critical (i.e. material) to the contract (e.g. “time is of the essence,” etc.)
* Duration of the agreement is clear
* There are mechanisms in place to accommodate reasonable changes
* There are terms that outline what changes will require additional fees, approvals, or consideration
* There are no inconsistencies between oral conversations, previous agreements and this contract

Are there special performance considerations?

* Special conditions that must be received in order to perform (conditions precedent) are clearly stated
* Timeframe for necessary approvals or feedback are clearly stated
* Critical due dates clearly stated

Does it hold both parties accountable?

* All responsibilities and obligations for both parties are clearly stated
* Consequences for breaching obligations are outlined
* Fees for late payments, if applicable, are stated
* Fee reductions/increases for missed deadlines are stated
* It accurately places the risk of loss with the party that can best control that risk
* Signatures of all parties that have responsibilities or obligations have been obtained
* Persons signing have the necessary authority to act on behalf of the parties to be bound by the agreement

Does it specify under what conditions the contract will end?

* Outlines when the contract will end naturally
* Outlines when the contract should end if a certain event occurs
* Outlines when either party may terminate for convenience
* Outlines when a party can terminate for default
* Contains other exit clauses

Does it give a roadmap through disputes?

* There terms for an informal tie breaker, if necessary
* Includes terms for mediation
* Includes terms for arbitration

Does it protect your company’s resources?

* Includes thorough non-disclosure (i.e. confidentiality) provisions
* Includes non-compete provisions, when necessary
* Includes employee non-solicit provisions
* Includes client/customer non-solicit provisions
* Outlines ownership of intellectual property created under the agreement
* Outlines licensing and proper use of existing intellectual property used/exchanged under this agreement
* Specifies the duty of care that is owed to your company when handling company’s information assets

Does it prevent excessive monetary loss?

* Caps monetary damages
* Includes terms that indemnify your company
* Includes terms that allow credit reporting, third-party collectors in the event of non-payment
* Include arbitration clauses that allow for quick and inexpensive resolution
* Specifies that all suits will be brought in a jurisdiction that is convenient for you
* Specifies applicable law in a jurisdiction that is beneficial for you
* Includes verbiage that makes your company accountable only for items that are within its direct control
* Insurance requirements are specified

Miscellaneous

* The entire contract has been read
* The agreement is understood, or the terms that are unclear have been addressed with an attorney
* All spaces have been filled in with necessary information
* Alternate and irrelevant verbiage has been removed
* References, attachments, and exhibits are all accurate, complete, and consistent with the main agreement
* Points of contact and those who have the authority to bind the company have been specified