

Contract Checklist

When putting your contracts together, or reviewing the contracts of others, consider these common components. Note that this is only a checklist and is not a substitute for legal advice:

Initial Information

- The date and time the contract was written
- Who prepared the contract
- What you're calling the document
- Identification of each party, their address, the key contact and a label for each party (e.g. "Company Name" and "The Client")
- Period of time the contract covers

Project Parameters (Scope of Work)

- Description of the services and goods exchanged for money
- Attach addenda including proposal, lists, a schematic, menus "services as described as Addendum A – Pricing List"
- Payment terms and amounts including deposit, installments, due dates/payment schedule, currency of fees

Clauses (usually prepared by an attorney)

- Waiver and severability – if one part of the contract is missing or defective it does not render the entire contract null and void
- Cancellation clause – under what terms can a party walk away from the contract and no longer have to pay or deliver services (e.g. failure to pay a deposit or retainer)
- Jurisdiction or arbitration – how disagreements would be settled and where
- Insurance – proof of insurance is required and if not produced the contract is null and void
- Assignment – whether or not you can sign the contract off to another entity
- Indemnification – to "hold them harmless" for the actions of the other (e.g. the client uses a copyright-protected video in his opening speech, the meeting organizer is held harmless)
- Attrition (for sleeping rooms or F&B) – potential damages or fees if the event does not meet the minimums, and due dates for guaranteeing minimums
- Damages – actual or liquidated, how damages will be calculated and paid out
- Guaranteed revenue – for booking out an entire venue – amount due regardless of attendance
- Force Majeure – things that occur that people can't foresee (also known as Act of God) which would cause the contract to self destruct
- Licensing – ownership and permitted use of content
- Filming for commercial purposes – what aspects of a venue, event, or entertainer may be filmed or photographed for future use
- Merchandise – who owns 'merch', how it will be sold, who is responsible for setting this up and executing it
- Royalties due – who needs to be paid for intellectual or artistic property