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Tips on Business Networking and Writing Concise Contracts
Presented September 17, 2019 to the Young Lawyers Section of the I.S.B.

1. How to plan, prepare for, and conduct effective business networking (on and off line).

Online – Use LinkedIn to post and comment on compelling content

Offline – Show up and make yourself useful

2. How to protect your client's interests by writing contracts that cover what really needs to be in them (and omitting the fluff).

Q1: What are the six things every contract must have?

A1: offer, acceptance, consideration, lawful subject matter, and identifiable parties who have the legal capacity to enter into a contract.

Q2: How long (page count) should a contract be?

A2: Just long enough to contain the essentials, written in plain English that is easy for the customer to understand and sign. The essentials include a clear (i) performance spec; (ii) schedule; (iii) payment terms; (iv) acceptance criteria; and (v) if this, then... clauses.

Q3: What are some clauses that are always in boilerplate, but can probably be left out?

A3. Indemnification, Limitation of Liability, and Confidentiality.

Q4: Why should I leave them out if they are commonly included?

A5. Because these clauses waste time and cost money to read, understand, and argue about! They should only be included if the risks of loss or damage are high enough to warrant putting them in.

Q6. *Must* a contract be in writing to be legally enforceable?

A6. In most cases, no, but any agreement on which you intend to rely should be!