

## CONTRACTS CHECKLIST

- Overall strategy:
  - Never sign on the spot or simply sign and return unread.
  - Read carefully, and highlight questions for your buyer.<sup>1</sup>
  - If contract is highly confusing or vague, consult your attorney.
- Negotiating tactics:
  - Ask for troublesome provisions to be eliminated.
  - Ask buyer to agree informally not to adhere to certain provisions.
  - Ask for more clarifying or narrowing language.
  - Offer alternative wording or approaches.
  - Indicate that your proposal and/or fees will have to change.
  - If deposit fee has already been paid to you, begin work and simply do not sign.
- Key provisions to investigate:
  - Changes in fee amounts.
  - Changes in payment terms.
  - Changes in expense reimbursement amounts or timing.
  - Ownership of materials brought to client and produced thereafter.
  - Cancellation advance notice and fees outstanding.
  - Unilateral changes and alterations that client can invoke.
  - “Scope creep” language, which enlarges project beyond your proposal.

<sup>1</sup>Never argue with the lawyers or purchasing department. Always go back to your buyer, with whom you have a relationship and who wants this project to commence.