



Contract Review Checklist

24 Mar 2022 / Jesse Jane Grant

Complete

Score	0%	Flagged items	3	Actions	3
Conducted on					24 Mar 2022 09:09 PST
Prepared by					Jesse Jane Grant
Location					1st St & Spring St, Los Angeles, CA 90012, USA (34.052966, -118.244551)

Flagged items & Actions

3 flagged, 3 actions

Flagged items

3 flagged, 3 actions

Review of Clauses and Terms

Has the other party to the agreement shown proof of insurance coverage with a certificate of insurance and appropriate endorsements—indicating specific coverages, applicable limits, and naming the organization as an additional insured?

No

To Do | Priority Low | Due 31 Mar 2022 09:14 PST | Created by SafetyCulture Staff

Ask for required documentation of proof of insurance coverage.

Review of Clauses and Terms

If arbitration is required, are rules clearly stated for selecting an arbiter from a reputable organization; for example, the American Arbitration Association?

Needs Attention

To Do | Priority Low | Due 31 Mar 2022 09:15 PST | Created by SafetyCulture Staff

Establish a provision on such rules. Set up a meeting with the other party as needed.

Completion

Ensure that any blank spaces are filled in or removed before the final contract is signed.

?

To Do | Priority Low | Due 31 Mar 2022 09:16 PST | Created by SafetyCulture Staff

Before the final contract gets signed, ensure that the organization's attorney has reviewed it to remove or fill in blank spaces we might've missed.

Other actions

0 actions

Legal Validity

Does the contract specify the parties involved and is the person or people signing the agreement legally authorized to commit to the agreement?

Yes

Does the contract clearly explain what is being proposed?

Yes

Has that offer been formally accepted?

Yes

Does the contract clearly state what each party will get in return for fulfilling the promises made in the contract?

Yes

Has the entire agreement been put into written form?

Yes

Review of Clauses and Terms

2 flagged, 2 actions

Terms

1 flagged, 1 action

If there are any penalties or fees assessed if certain actions are taken or not taken, does the contract clearly state what has to happen for the penalties or fees to apply?

Yes

Does the organization carry the type of insurance coverage that the contract requires?

Yes

Does the other party carry adequate insurance to cover the risks created by that party while performing his duties under the contract?

Yes

Has the other party to the agreement shown proof of insurance coverage with a certificate of insurance and appropriate endorsements—indicating specific coverages, applicable limits, and naming the organization as an additional insured?

No

To Do | Priority Low | Due 31 Mar 2022 09:14 PST | Created by SafetyCulture Staff

Ask for required documentation of proof of insurance coverage.

If the organization is required to waive its right to reimbursement against the other party, do you know if your insurance provider requires the organization to waive the right to recover, in writing, before a loss takes place, and does the insurance company have to approve this?

Yes

Unless disclaimed, some agreements automatically contain warranties. Has the organization's attorney reviewed the contract to ensure that each party has the appropriate level of responsibility?

Yes

Clauses

1 flagged, 1 action

Does the contract contain a provision that will “hold harmless, indemnify, and defend” the organization or require the organization to do so? If so, does the contract clarify that adequate insurance is available to cover these responsibilities?

Yes

Does the agreement include a requirement that both parties protect personal information, and is there a penalty for not doing so?

Yes

If the organization wants the other party to specifically perform the contract, is there a provision stating that the organization must give its written permission before the other party can engage someone else to fulfill its responsibilities? (This is called an “assignment.”)

Yes

If the contract requires mediation or arbitration, is it clear that the parties can only settle disputes in this way or does it require that alternative dispute resolution be attempted before any dispute can be heard in court?

Yes

If arbitration is required, are rules clearly stated for selecting an arbiter from a reputable organization; for example, the American Arbitration Association?

Needs Attention

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Establish a provision on such rules. Set up a meeting with the other party as needed.

If another state's law governs the contract dispute, has the organization considered the difficulties this could create, such as finding an attorney licensed to practice in that state?

Yes

Does the contract limit the type or amount of damages the organization can recover?

Yes

Availability of Default Terms

Does the contract list specific circumstances, actions, or failures that will be considered breaches of the agreement?

Yes

Checking of Termination and Renewal Guidelines

Does the contract define the circumstances that allow the other party to terminate the contract, or does the contract indicate what other options will be available to protect the interests of the non-breaching party?

Yes

Does the contract contain a renewal provision? If so, does the organization have to act to renew or will the contract renew automatically?

Yes

Review of Deadlines and Key Dates

Does the contract specify relevant timetables, such as dates for delivery or the length of the agreement?

Yes

Clear Contract Terminology

Is it established that both parties have a full understanding of the contract's terms and provisions?

Yes

Completion

1 flagged, 1 action

Ensure that any blank spaces are filled in or removed before the final contract is signed.



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Before the final contract gets signed, ensure that the organization's attorney has reviewed it to remove or fill in blank spaces we might've missed.

Supporting Notes

A few items need immediate attention and actions from the legal team. Accomplish these before the formal contract review with our attorney.

Sign-off (Full name and Signature)

A handwritten signature in black ink, appearing to be 'Jesse Jane Grant', written on a light gray background.

Jesse Jane Grant
24 Mar 2022 09:18 PST