



# 5 Common Mistakes To Avoid In Your Business Contract

The 5 contract clauses that could  
cost you hundreds of thousands  
of dollars

# **MANY ONLINE CONTRACT TEMPLATES FOR SERVICE PROFESSIONALS ARE MARKETING AS ONE-SIZE-FITS-ALL AND EASY TO EDIT TO MAKE YOUR OWN.**

**They aren't.**

Unless you're a business attorney, it's difficult to know which clauses to adjust. Or which ones might be missing something critical for your industry or business. Plus, do you know the legal requirements and nuances for service-based businesses in Georgia versus another state?

It's that easy to make mistakes. You can easily leave loopholes in template contracts that can cost you hundreds of thousands of dollars – whether in lost services or directly out of pocket.

Not a good look, is it?



# ***HI, I'M ANGELIK***

**CEO of Edmonds Law Office and  
Lead Attorney**

We work with service professionals just like you to help safeguard the business they've worked so hard to build.

We know how important contracts and legal agreements are in this process. After all, I have personally voided many contracts that either saved my clients a lot of money or helped them secure the bag.

***Having reviewed hundreds of contracts, I've found that these 5 clauses are commonly overlooked, especially when using most online contract templates.***

I hope that's not you. But if it is, no worries. I can fix that contract for you too.



# THE 5 CONTRACT CLAUSES THAT COULD COST YOU HUNDREDS OF THOUSANDS OF DOLLARS

## 1 THE INDEMNIFICATION CLAUSE

Business owners will copy and paste an indemnification clause into their services agreement without amendment.

Here's why that could be a costly mistake.

An indemnification clause is a clause designed to minimize or eliminate liability for one or more parties if the business relationship sours.

However, indemnification clauses are industry specific. They are also subject to Georgia laws on unconscionability and enforceability if your business is registered in the state.

So, what good is an indemnification clause if it is not enforceable?

My thoughts, exactly.

***Making CEO decisions means having informed legal data to support those decisions.***

Angelik "Angie" Edmonds



## 2

## MODIFICATION CLAUSES

*Business relationships change. Does your modification clause provide the necessary flexibility and assurances needed in your industry?*

*For example, a wedding planner needs to change vendors. It may not be feasible to execute a formal modification form in the midst of time-sensitive negotiations with a popular DJ.*

*Or a financial services provider might be required to complete extensive paperwork to comply with federal regulations.*

*It is crucial to ensure that you have security and understanding of the terms of engagement, with the flexibility to pivot with agreement by the parties – without the potential for breach of contract.*



## 3

## ATTORNEY'S FEES CLAUSES

*Does your attorney fee provision cover pre-litigation fees? Does it provide a resolution if both parties are considered the prevailing party?*

*If not, you may be left 'holding the bag' for a hefty attorney fee bill. Make sure your attorney fee clause is comprehensive.*

## 4

### MISSING DEFINITIONS

*Contracts without definitions create opportunities for misunderstandings. Misunderstandings lead to court.*

*The best way to avoid unnecessary litigation is to provide clear and measurable goals with definitions. For example, 'A' will deliver work product to 'B' on December 1 is not specific enough to protect either party's interests.*

*You need to clearly define what it means when work is considered delivered, or what happens if the carrier loses the product. These and more are a few of the conditions that should be answered in your contract definitions.*



## 5

### ACT OF GOD CLAUSES

*If the pandemic taught us nothing else, it's to expect the unexpected. And I am sure you've realized just how many service professionals were negatively impacted due to the effects of the pandemic.*

*But there are other acts of God that you need to account for. What happens if a necessary ingredient for your catering business is unavailable because of a tropical storm? You are still required to perform your contractual obligations unless you have an Act of God clause. Be sure that your clause provides time parameters and opportunities to cure (i.e., perform) if materials become available in a 'reasonable' time frame.*

*Don't forget to define what a reasonable time frame is (again, see Mistake #4).*



# HOW IS YOUR CONTRACT HOLDING UP WITH THESE 5 CLAUSES?

## Can it protect you in court?

You've identified the many legal issues these five contract clauses can cause. You have a 15+ page document with multiple clauses.

### ***How confident are you about the rest of your contract?***

If you had to question even one of these clauses in your current contract, you should get your contract professionally reviewed by an attorney.

Not just a lawyer – but an attorney who has:

- ✓ actual courtroom experience
- ✓ seen firsthand how these contracts play out before a judge
- ✓ voided contract clauses that either saved clients money or got them paid a lot more



LET'S GET YOUR  
CONTRACT IN ORDER.



## LET'S TALK BUSINESS

Book a 60-minute contract review consultation with Angelik and her team.  
This means:

- Complete review of your contract (up to 10 pages)
- Recommendations for improving the language and tightening clauses to protect your business
- Answers to your questions about anything related to your contract

You'll end your 60-minute consultation knowing whether you need to get your contract redone ASAP or what clauses to fix so you stay protected.

BOOK A CONSULTATION

[www.aedmondslaw.com](http://www.aedmondslaw.com)





# ABOUT EDMONDS LAW OFFICE

We're the Business Attorney for service-based business professionals in Georgia.

We offer complete wraparound services – everything you'll need to support your business legally.

As an experienced business law firm, clients rely on us to ensure their business systems and documents are foolproof. Our team handles all aspects of business set-up, contract negotiation, litigation, and trial support for small-medium-sized businesses.

## **Our Services:**

### **Strategic Advisory Services**

We are the trusted legal expert working side-by-side with you. We get to understand your business so we can provide carefully crafted advice and legal documents that serve your company's growth.

### **Business Transaction Services**

Your business transactions require expertly drafted contracts. Edmonds Law Office contract drafting, review, and negotiation services can protect your interests and deliver long-term value.

### **Business Litigation & Trial Services**

Should a lawsuit be filed, our preparation and experience help you weather these legal storms. From out-of-court settlements to in-court battles, we know how to manage them all.



# PROTECT YOUR BUSINESS

Let's replace "oh no, what am I going to do" with an airtight contract  
that protects your business

BOOK A CONSULTATION

And put your business on the right track. Legally.

[www.aedmondslaw.com](http://www.aedmondslaw.com)



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