



Contract Drafting

Clarity, common sense and precision are essential when drafting contract language. Such efforts will, hopefully, limit later uncertainty and misunderstanding among the parties and the need to refer to some third-party decision maker, court or arbitration to determine how the contract will be interpreted. Unreasonable and overly burdensome terms should be avoided as they can unnecessarily drive up the cost of the work through inflated contingencies and may be difficult to enforce. On the other hand, a contractor or subcontractor should not ignore such terms in an unrealistically optimistic belief that they will not be enforced. The parties must grapple with the tough issues raised by their conflicting interest in the contract preparation stage or face the prospect of much more serious disagreements and disputes during the performance of the contract. Practical advice and points to remember on the contract framework are set forth in Chapter 13 of *Common Sense Construction Law*.

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