

# Contract Resources on Practical Law

Below is a list of essential Practical Law resources to help you get up to speed on the basics. These helpful resources include:

- Practice Notes: Plain language, how-to-guides.
- Standard Documents: Sample templates of pleadings, motions, and other documents that include helpful drafting notes which provide guidance and direction.
- Checklists and Flowcharts: Process oriented guides to give you a quick overview of required steps for various issues.

## **Acceptance of Goods**

Learn more about a buyer's rights under the Uniform Commercial Code (UCC) to accept, reject and revoke its acceptance of a seller's delivery or tender of goods.

## **Anticipatory Repudiation and Adequate Assurances of Future Performance – Practice Note**

Gain an understanding of the Uniform Commercial Code (UCC) concepts of anticipatory repudiation and the right to demand adequate assurances of performance of a contract for the sale of goods.

## **Consumer Remedies for Defective Goods or Services – Practice Note**

A description of the options available to a consumer that has purchased a defective product or service. It includes a discussion of warranty and contract breach claims, litigation considerations, federal, state and local governmental support and organizations like the Better Business Bureau that can offer assistance.

## **Contracts: Equitable Remedies – Practice Note**

Learn more of the application of equitable remedies under US contract law. Courts generally favor legal remedies for breach of contract, but they have the discretion to award equitable relief if legal damages are inadequate to compensate the aggrieved party for its losses. This Note covers types of equitable remedies (including specific performance, injunction, reformation and rescission), limitations and defenses, the use of contractual provisions expressly addressing the availability of equitable relief, and the availability of equitable remedies under major commercial contract types.

## **Delivery of Goods – Practice Note**

A discussion of the delivery provisions in a sale of goods transaction under Article 2 of the Uniform Commercial Code (UCC). It explains the concepts of tender of delivery by the seller and taking delivery by the buyer under the UCC's default provisions and how they can be varied by contract.

## **Drafting or Reviewing a Commercial Contract – Practice Note**

Learn more about general drafting and negotiating concerns for use when drafting or reviewing a commercial agreement, including information on the standard elements of a commercial contract.

### **[Excuses for Non-Performance: Conditions Following Contract Formation – Practice Note](#)**

A discussion of the several excuses to perform contractual obligations that exist after contract formation. It discusses the applicability and potential result of mistake (including mistakes made in contract bids), misunderstanding, fraud (including fraud in the inducement), illegality, duress, undue influence, and lack of capacity.

### **[Excuses for Non-Performance: Conditions Preceding Contract Formation – Practice Note](#)**

A discussion of the several excuses to perform contractual obligations that exist before contract formation. It discusses the applicability and potential result of mistake (including mistakes made in contract bids), misunderstanding, fraud (including fraud in the inducement), illegality, duress, undue influence, and lack of capacity.

### **[Force Majeure Clauses: Key Issues – Practice Note](#)**

Learn more about the force majeure clauses, which allow the contract parties to allocate the risk of certain force majeure events such as acts of God, hurricanes, earthquakes and other natural disasters, terrorism, government acts, embargos, labor strikes and lock-outs, and other events beyond the control of the parties.

### **[Independent Contractor Classification – Practice Note](#)**

Understanding the classification of individuals as independent contractors, including how companies benefit from engaging independent contractors, the tests for independent contractor status, including the economic realities test under the Fair Labor Standards Act (FLSA) and the Internal Revenue Service's control test, penalties for misclassification, recordkeeping, and best practices.

### **[Installment Contracts for the Sale of Goods Under the Uniform Commercial Code – Practice Note](#)**

Learn more about the installment contracts for the sale of goods under Article 2 of the Uniform Commercial Code (UCC), including a discussion of breach, the rejection of a single installment, and the cancellation of an entire contract.

### **[Mitigation of Contract Damages in Sale of Goods Contracts – Practice Note](#)**

Gain an overview of mitigation of damages in breach of sale of goods contracts under Article 2 of the Uniform Commercial Code (UCC). It discusses the buyer's and seller's obligation to mitigate, resale remedies and the impact of incidental and consequential damages.

### **[Negligence, Gross Negligence and Willful Misconduct – Practice Note](#)**

A discussion of how courts in various jurisdictions have defined negligence, gross negligence, and willful misconduct. This also discusses how these three terms relate to each other and whether courts have found a substantive difference in the conduct described by each term.

### **[Relationship Between Representations, Warranties, Covenants, Rights, and Conditions – Practice Note](#)**

Learn more about the interplay between representations, warranties, covenants, rights, and conditions in commercial contracts. It describes the principal ways in which these key contractual building blocks work together to form principal operative and remedial provisions, focusing on indemnification and related remedial clauses.

### **[Representations, Warranties, Covenants, Rights, and Conditions – Practice Note](#)**

Learn more about the representations, warranties, covenants, rights, and conditions in commercial contracts. It describes each of these key contractual building blocks and how they function to achieve the intended goals of the contracting parties.

### **[Requirements Contracts for the Sale of Goods – Practice Note](#)**

Gain an understanding of the requirements contracts under Article 2 of the Uniform Commercial Code (UCC), including mutuality of obligation, exclusivity, good faith and reasonableness requirements. In a requirements contract, the parties agree that the buyer is obligated to purchase its requirements of goods exclusively from the seller. This is different than an output contract, in which the parties agree that the buyer is obligated to purchase the seller's entire output of the goods.

### **[Risk Allocation in Commercial Contracts – Practice Note](#)**

Learn more about the common risk allocation mechanisms in commercial contracts. This Note describes how parties can allocate risk through indemnification, limitations on liability, termination rights, force majeure, contractual remedies, UCC product warranties, insurance coverage, payment terms, and guaranties. This resource includes drafting and negotiating tips.

### **[Sale of Goods Agreements: Avoiding Common Pitfalls – Practice Note](#)**

This guide discussing select causes of disputes and other liabilities that parties commonly overlook when drafting, negotiating, and executing their sale of goods agreement. This guide describes certain steps buyers and sellers can take to avoid, identify, and mitigate troubled manufacturing, supply, and other sales contracts.

### **[Signature Requirements for an Enforceable Contract – Practice Note](#)**

A general overview of how legislators and courts have defined what constitutes a valid signature on contracts that are governed by the statute of frauds, including a discussion of the Uniform Commercial Code (UCC), the Uniform Electronic Transactions Act (UETA), and the Electronic Signatures in Global and National Commerce Act (E-SIGN).

### **[UCC Article 2 Express Warranties – Practice Note](#)**

A discussion of express warranties under Article 2 of the Uniform Commercial Code (UCC) in a sale of goods transaction. It explains how express warranties are created under Article 2, and also contains pro-buyer considerations about how to include express warranties in a written agreement and conversely, pro-seller considerations about how to limit and disclaim them.

### **[UCC Article 2 Implied Warranties – Practice Note](#)**

Learn more about implied warranties under Article 2 of the Uniform Commercial Code (UCC) in a sale of goods transaction, including the implied warranties of merchantability and fitness for a particular purpose, and the implied warranties of title and against infringement.