

## Contract Review Guidelines for Colorado College

### Questions to ask before you sign

1. Who are the parties?

**A:** “Colorado College” should be the name of the party on any contract; generally, we do not use department or program names. Make sure the other party’s name matches your expectations. Both parties need to provide an address, a legal status (corporation, LLC, etc.) and detailed contact information.

2. What is the term?

**A:** Is it a single year? Multiple years? Make sure it is clearly defined how long the contract lasts and when the contract ends.

3. What is the price?

**A:** What does CC give (either money or any other thing of value) to the other party – First year? Second year? Over the total life of the contract?

4. How do the parties cancel or terminate the contract?

**A:** Is it clear how CC can cancel the contract? Is there a “materiality provision”? Is there a notice and cure” period? Are you satisfied with those conditions?

5. Can we cancel “without cause” if at any time we want to end the agreement?

**A:** Can you cancel “at your discretion” if circumstance change? If not, are you prepared to honor the contract “no matter what”?

6. What are the cancellation penalties?

**A:** Is there a stated “buy out” penalty, or is there a requirement to pay even after cancellation for the term of the contract? Is the penalty clear?

7. How does the contract renew, or does it clearly end at the expiration of the term?

**A:** Does the contract automatically renew each year, or at the end of the term? This is almost always a bad idea; the contract should require the parties to renew in writing, in a new contract or a letter agreement, with a conscious choice.

8. Is there an indemnification provision, for CC’s benefit or both parties’ benefit?

**A:** If not, follow the college’s protocol to retain external legal counsel to perform a review.

9. Is there a “warranty” or “performance guarantee” provision?

**A:** If not, follow the college’s protocol to retain external legal counsel to perform a review.

10. Is there a clear description of what the parties are providing for each other?

**A:** Do you know what is being provided, in clear and simple language, and does it agree with what you negotiated or expected?

11: Uncomfortable? Unsure? Confused? Want to make sure?

**A:** Follow the college’s protocol to retain external legal counsel to perform a review.