

Customer Contract Scorecard

Total Score:
47 / 100

**Call 770-285-7785 to
improve your score!**

Scoring

Serviceable = 2; Wanting/Needs Revisions = 1; Absent = 0

Preamble

Description	2	
Properly identified all parties?	2	<input type="checkbox"/>
Effective date?	2	<input type="checkbox"/>

Services

Specifically described services or reference to SOW/proposal?	1	<input type="checkbox"/>
Can Service Provider engage subcontractors/1099s to perform some or all the work?	<input type="checkbox"/>	0

Compensation

Time & Materials-daily/hourly rate?	<input type="checkbox"/>	0
Is there an obligation to keep accurate time records and if so, does customer have right to audit records?	<input type="checkbox"/>	0
Does customer want a cap on the fees (e.g., amount invoiced will not exceed \$X without client approval)?	<input type="checkbox"/>	0
Fixed price? Payment milestones?	1	<input type="checkbox"/>
Is fixed price inclusive of materials or expenses?	1	<input type="checkbox"/>
Combination of time and fixed price?	1	<input type="checkbox"/>
Will expenses be advanced to 3 rd parties?	<input type="checkbox"/>	0
Do you plan to charge for travel time and fuel?	<input type="checkbox"/>	0
Is invoice issued monthly in arrears? Due upon receipt? Net 15-30 days?	1	<input type="checkbox"/>
Have you limited the objection period?	<input type="checkbox"/>	0
Have you included remedies for late payment (attorneys' fees, interest, suspension of work)?	2	<input type="checkbox"/>
Who is responsible for taxes? client	2	<input type="checkbox"/>

Customer Obligations

Does Customer need to provide access to premises, facilities, special equipment, etc.?	<input type="checkbox"/>	0
Will Customer need to respond to requests for information?	<input type="checkbox"/>	0
Could changes occur that impact delivery of services?		1
Does long-term success of services depend on customer following provider's instructions?	<input type="checkbox"/>	0
If performance delayed because of customer act or omission, will service provider be in breach?	<input type="checkbox"/>	2

Change Orders

Can customer issue change directive (eg, make change without consent)?	<input type="checkbox"/>	0
Can provider issue change directive for non-material changes?	<input type="checkbox"/>	0
Or, do changes to scope require consent of both parties?	<input type="checkbox"/>	0
Who bears risk of changes made if written consent not obtained?	<input type="checkbox"/>	0

Statement of Work ("SOW")

Performance and initiation dates?	2	<input type="checkbox"/>
Does SOW incorporate by reference the master terms?	1	<input type="checkbox"/>
Does it include a project summary, work schedule, deliverables?	0	<input type="checkbox"/>
Project-specific acceptance criteria?	1	<input type="checkbox"/>

Termination

Does contract terminate on specific date or completion of milestone?	2	<input type="checkbox"/>
Can either party terminate for inconvenience?	<input type="checkbox"/>	0
Can either party terminate for cause? Is "for cause" defined?	2	<input type="checkbox"/>
Is there a written notice period?	1	<input type="checkbox"/>

Intellectual Property & Confidential Information

Does provider incorporate its own pre-existing proprietary content into final deliverables?	0	<input type="checkbox"/>
Can service provider use the deliverables for similar clients?	0	<input type="checkbox"/>
Who owns the final deliverables?	2	<input type="checkbox"/>
Does only final work product belong to client or all drafts and iterations?	2	<input type="checkbox"/>
In event of non-payment, does ownership of deliverables revert back to provider?	<input type="checkbox"/>	0
Will any confidential info be disclosed and if so, by whom?	<input type="checkbox"/>	1
Must confidential info be explicitly marked as confidential?	<input type="checkbox"/>	0
Time limit on non-disclosure?	<input type="checkbox"/>	0

Limitation of Liability and Indemnity

Can service provider supply same or similar services to direct comp?	<input type="checkbox"/>	0
Must provider exercise best efforts or merely reasonable efforts?	2	<input type="checkbox"/>
Are consequential and indirect damages excluded? Is there a cap on amount of potential damages?	<input type="checkbox"/>	1
Are there indemnity obligations? Is it limited to an upper amount?	1	<input type="checkbox"/>

Miscellaneous

Insurance covered?	<input type="checkbox"/>	0
Publicity?	<input type="checkbox"/>	0
Relationship of parties?	2	<input type="checkbox"/>
Modification and waiver?	2	<input type="checkbox"/>
Force majeure?	<input type="checkbox"/>	1
Successors; Assignment?	2	<input type="checkbox"/>
Survival?	1	<input type="checkbox"/>
Notice procedure?	1	<input type="checkbox"/>
Governing law; submission to jurisdiction?	1	<input type="checkbox"/>
Counterparts, electronic signature?	2	<input type="checkbox"/>