INPRIME™
A DIVISION OF PAGE LAW LLC

Customer Contract *Scorecard*

Total Score: ***___/100***

Call 770-285-7785 to improve your score!

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

Preamble			
	Description	*Yes*	*No*
	Properly identified all parties?	☐	☐
	Effective date?	☐	☐

Services			
	Specifically described services or reference to SOW/proposal?	☐	☐
	Can Service Provider engage subcontractors/1099s to perform some or all the work?	☐	☐

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

Customer Obligations			
	Does Customer need to provide access to premises, facilities, special equipment, etc.?	☐	☐
	Will Customer need to respond to requests for information?	☐	☐
	Could changes occur that impact delivery of services?	☐	☐
	Does long-term success of services depend on customer following provider's instructions?	☐	☐
	If performance delayed because of customer act or omission, will service provider be in breach?	☐	☐

Change Orders			
	Can customer issue change directive (eg, make change without consent)?	☐	☐
	Can provider issue change directive for non-material changes?	☐	☐
	Or, do changes to scope require consent of both parties?	☐	☐
	Who bears risk of changes made if written consent not obtained?	☐	☐

Statement of Work ("SOW")			
	Performance and initiation dates?	☐	☐
	Does SOW incorporate by reference the master terms?	☐	☐
	Does it include a project summary, work schedule, deliverables?	☐	☐
	Project-specific acceptance criteria?	☐	☐

Termination			
	Does contract terminate on specific date or completion of milestone?	☐	☐
	Can either party terminate for inconvenience?	☐	☐
	Can either party terminate for cause? Is "for cause" defined?	☐	☐
	Is there a written notice period?	☐	☐

Intellectual Property & Confidential Information			
	Does provider incorporate its own pre-existing proprietary content into final deliverables?	☐	☐
	Can service provider use the deliverables for similar clients?	☐	☐
	Who owns the final deliverables?	☐	☐
	Does only final work product belong to client or all drafts and iterations?	☐	☐
	In event of non-payment, does ownership of deliverables revert back to provider?	☐	☐
	Will any confidential info be disclosed and if so, by whom?	☐	☐
	Must confidential info be explicitly marked as confidential?	☐	☐
	Time limit on non-disclosure?	☐	☐

Limitation of Liability and Indemnity			
	Can service provider supply same or similar services to direct comp?	☐	☐
	Must provider exercise best efforts or merely reasonable efforts?	☐	☐
	Are consequential and indirect damages excluded? Is there a cap on amount of potential damages?	☐	☐
	Are there indemnity obligations? Is it limited to an upper amount?	☐	☐

Miscellaneous			
	Insurance covered?	☐	☐
	Publicity?	☐	☐
	Relationship of parties?	☐	☐
	Modification and waiver?	☐	☐
	Force majeure?	☐	☐
	Successors; Assignment?	☐	☐
	Survival?	☐	☐
	Notice procedure?	☐	☐
	Governing law; submission to jurisdiction?	☐	☐
	Counterparts, electronic signature?	☐	☐

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