



AOPC | **Amy Oraefo, P.C.**
A BOUTIQUE LAW FIRM

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Welcome

How to **Mediate Risk** in **Contracts**
as a **Small Business**



Today's Roadmap

- **A little about Amy Oraefo, P.C.**
- **Contracts**
 - The Basics of a Contract (what items are/should be included)
 - Understanding the Contract Terms
 - Service Performance Requirements
 - Understanding Compensation Under the Contract Terms
 - Understanding Indemnification Clauses
- **Next Steps**
- **Q&A**



Amy Oraefo, P.C.



- Amy Oraefo, P.C. is a boutique law firm located in the Metro-Atlanta area.
 - Represent small business owners, artists, and digital content creators.
 - Specialize in Corporate Law, Entertainment Law, Intellectual Property Law, and Business Strategy.



Contracts

and the basics

- The **legal definition** of a “**Contract**”
- What is a legally binding Contract?
- Why is it important to have a contract when conducting business?
- Key Terms:
 - Term, Termination, Compensation, Services, Indemnification, Dispute Resolution, Non-compete, Non-disclosure, Force Majeure, Intellectual Property



Understanding *the Contract Terms*

- **Term:** also known as the “**contract period**” is the time period between the commencement and completion.
- **Termination:** details the circumstances under which the parties may end their contractual obligations.
- **Compensation:** how you will be paid under the terms of the contract.
- **Services:** what specific services, products, and/or labor you are providing the other Party.
- **Indemnification:** when a party commits to compensate the other for any harm, liability, or loss arising out of the contract.



Understanding *the Contract Terms*

- **Dispute Resolution:** sets out the process by which the parties intend to resolve any disputes which may arise out of their contract.
- **Non-compete:** clause under which one party agrees not to enter into or start a similar business, profession or trade that competes with the other party.
- **Non-disclosure:** outlines confidential material, knowledge, or information that the parties wish to share with one another for certain purposes, but wish to restrict access to or by third parties.



Understanding *the Contract Terms*

- **Force Majeure:** relieves parties from performing their contractual obligations when circumstances outside of their control take place (i.e. fire, hurricane, etc.).
- **Intellectual Property:** a work or invention that is the result of creativity, such as a manuscript or a design, to which one has rights and for which one may apply for a patent, copyright, trademark, etc. This clause outlines the types of designs, inventions, and/or works that are defined to be the respective intellectual property of one or both parties to the contract.



Service

Performance Requirements

- **Refers** to what **obligations** must be fulfilled before a contract is deemed **completed**.
 - In government contracts these are usually found in the "**Statement of Work**" or "**Performance Work Statement**."



Service

Performance Requirements

- **Examples:**

- General contractors: usually responsible for oversight of the project; on a construction site, may obtain licensing, and manage personnel.
- Subcontractors: sign up to perform a portion of the larger contract; on a construction site, may handle just the electrical wiring, or the plumbing, for example.



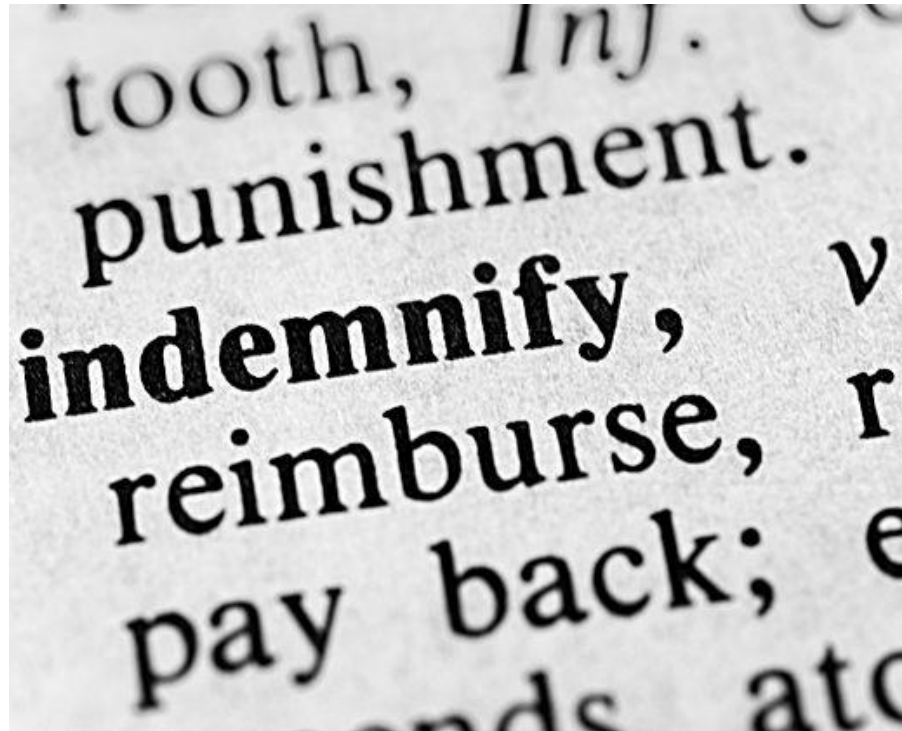
Understanding

Compensation Under the Contract Terms

- **Invoicing Terms:**
 - When will you get paid?
 - What does “**Net**” mean?
 - “Net” means that the full amount is due for payment
 - Examples: Net 30, Net 60
 - Invoice terms
 - Example: Interest charges
 - Rules for submission
 - Example: Invoice template and form



Understanding *Indemnification Clauses*



- **Indemnification**
 - What is **it**?
 - When a party commits to compensate the other for any harm, liability, or loss arising out of the contract.
- **Mutual Indemnification is KEY**
 - Makes both parties accountable if there is any misrepresentation made in contract



Next Steps

- **Schedule a consultation**
 - **Online: calendly.com/aoraefo**
 - **Phone: 404.478.7844**
- **Follow me on social media @amyosaidso**
 - Facebook, Instagram, and Twitter



Q&A

Any questions?

