



Virginia Business Lawyers

Do It Yourself Contracts – What's a Waiver?

By Thomas L. Bowden, Sr. on Wednesday, November 30th, 2011

We've been talking the past few posts about **boilerplate language** in **contracts**. This standardized language that falls towards the end of almost all contract documents might seem to be excessive and pointless, especially when you're trying to do the writing yourself.

Don't be so fast to discard it, or to assume that only **lawyers** care about the "**fine print**." Let's look at another term. Frequently, contracts will have a **clause** called a "**no waiver**" **clause**. This language says that just because a party waives its rights in one situation, does not imply or require them to waive those rights in another similar or even identical situation. You could say it's protection against the "no good deed goes unpunished" rule.

In the absence of this clause, if a customer typically accepted late shipments, the vendor might try to claim that this "course of dealing" modified the written terms of the agreement, and that they were permitted to ship late without penalty anytime they wanted. Your behavior would have "waived" your contract terms. This argument would fail if the contract had a "no waiver" clause.

In future posts, we will continue our discussion of boilerplate contract clauses, such the venue and jurisdiction provisions. I'm sure you're on the edge of your seat waiting, but in the meantime, you may want to be sure that your contracts have the standard boilerplate that you need. I'm going to recommend (big surprise) that yours be reviewed by an attorney to make sure that the boilerplate properly protects you. At least as much as the other party. Seriously – have your lawyer look at your agreements before you sign, or better yet, get them to help in preparing them. Don't let something as simple as a "waiver" clause leave you high and dry.

Isn't protecting your rights and those of your business a good reason to have a **Virginia business lawyer** look over the contracts you prepare yourself?

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