

Do Your Tribal Contracts Really Protect You?

- ❑ Has your Tribe fully and accurately described the performance it expects from the other party?
- ❑ Has your Tribe clearly stated the required time for performance, including any milestones or phasing completion dates and penalties for missing these deadlines?
- ❑ Has your Tribe chosen the compensation structure (fixed price, cost plus fee, guaranteed maximum price, etc.) most beneficial to the Tribe in light of the services to be performed?
- ❑ Does the contract address the risks the Tribe faces by entering into the agreement, and allocate responsibility for those risks in the manner the Tribe needs?
- ❑ Is the Tribe adequately protected from the claims of third parties (proper sovereign protection, indemnification, etc.)?
- ❑ Does the contract accurately describe the insurance that must be maintained by the other party to manage the Tribe's risk in the manner it desires? Is insurance the appropriate method to manage your risk?
- ❑ Does the contract adequately protect the intellectual property rights of the parties in the subject matter of the agreement (e.g., the architect's drawings)?
- ❑ Has the Tribe required and obtained the appropriate warranties from the other party?
- ❑ Does the contract give the Tribe adequate rights and remedies in the event the other party fails to perform?

-Continued on reverse-

Contact

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