

## Criteria for Clauses

1. Is the clause clear, concise, well-written, with no grammatical errors? List all errors
  - 1.1 \_\_\_\_\_
  - 1.2 \_\_\_\_\_
  - 1.3 \_\_\_\_\_
  - 1.4 \_\_\_\_\_
  
2. Is there passive voice? (saying “The parties agree . . .” is better than “It is agreed.”) List all errors.
  - 2.1 \_\_\_\_\_
  - 2.2 \_\_\_\_\_
  - 2.3 \_\_\_\_\_
  - 2.4 \_\_\_\_\_
  
3. Does the clause follow the suggestions in the assigned article that the clause:
  - 3.1 Should be labeled as a liquidated damages clause                      Yes \_\_\_\_ No \_\_\_\_  
Comment? \_\_\_\_\_  
\_\_\_\_\_
  
  - 3.2 Should state damages are difficult to calculate and explain why (and should not state damages are impossible to calculate)                      Yes \_\_\_\_ No \_\_\_\_  
Comment? \_\_\_\_\_  
\_\_\_\_\_
  
  - 3.3 Should state clause is intended to liquidate and not as a penalty for breach. Does it? Yes \_\_\_\_ No \_\_\_\_  
Comment? \_\_\_\_\_  
\_\_\_\_\_
  
  - 3.4 Should provide and explain a formula for the amount    Yes \_\_\_\_ No \_\_\_\_  
Comment? \_\_\_\_\_  
\_\_\_\_\_
  
  - 3.5 Should distinguish between breach by late performance and breach by non-performance (the latter of which the client did not ask students to address by a liquidated damages clause)                      Yes \_\_\_\_ No \_\_\_\_  
Comment? \_\_\_\_\_  
\_\_\_\_\_
  
4. The clause should not address increased profits from selling better motorcycles because the client has said it cannot provide a number. (Therefore, addressing that issue would keep the clause from being “bulletproof.”) Did the student address selling better motorcycles in her/his clause?                      Yes \_\_\_\_ No \_\_\_\_  
Comment? \_\_\_\_\_  
\_\_\_\_\_



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