

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

Preamble			
Description	Yes	No	
Properly identified all parties?	<input type="checkbox"/>	<input type="checkbox"/>	
Effective date?	<input type="checkbox"/>	<input type="checkbox"/>	

Services			
Specifically described services or reference to SOW/proposal?	<input type="checkbox"/>	<input type="checkbox"/>	
Can Service Provider engage subcontractors/1099s to perform some or all the work?	<input type="checkbox"/>	<input type="checkbox"/>	

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

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

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

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

Termination			
Does contract terminate on specific date or completion of milestone?	<input type="checkbox"/>	<input type="checkbox"/>	
Can either party terminate for inconvenience?	<input type="checkbox"/>	<input type="checkbox"/>	
Can either party terminate for cause? Is "for cause" defined?	<input type="checkbox"/>	<input type="checkbox"/>	
Is there a written notice period?	<input type="checkbox"/>	<input type="checkbox"/>	

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

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

Miscellaneous			
Insurance covered?	<input type="checkbox"/>	<input type="checkbox"/>	
Publicity?	<input type="checkbox"/>	<input type="checkbox"/>	
Relationship of parties?	<input type="checkbox"/>	<input type="checkbox"/>	
Modification and waiver?	<input type="checkbox"/>	<input type="checkbox"/>	
Force majeure?	<input type="checkbox"/>	<input type="checkbox"/>	
Successors; Assignment?	<input type="checkbox"/>	<input type="checkbox"/>	
Survival?	<input type="checkbox"/>	<input type="checkbox"/>	
Notice procedure?	<input type="checkbox"/>	<input type="checkbox"/>	
Governing law; submission to jurisdiction?	<input type="checkbox"/>	<input type="checkbox"/>	
Counterparts, electronic signature?	<input type="checkbox"/>	<input type="checkbox"/>	