Office of Sport

# Running Your Club

**Contract Checklist**

| **Question** | **Yes** | **No** | **Actions** |
| --- | --- | --- | --- |
| **Preliminary Matters** | | | |
| Do we know who we are entering into an agreement with?  Is a company search required? |  |  |  |
| Will the arrangement be reduced to writing?  If so, are we to draft the contract? |  |  |  |
| Does the contract have a clear starting and finishing date? |  |  |  |
| Are the six essential elements present?   * Has there been an offer and acceptance of that offer? * Is there any consideration? * Is there an intention to create legal relations between the parties? * Do the parties have the legal capacity to enter the agreement? * Is the contract for a legal purpose? * Is there genuine consent to the terms of the contract? |  |  |  |
| **Contractual terms and conditions** | | | |
| Do the specific terms of the contract accord with your understanding of the agreement? |  |  |  |
| Are all the obligations of each party provided in the contract? |  |  |  |
| Are there any terms in the contract which require clarification? |  |  |  |
| **Termination and disputes** | | | |
| Does the contract provide adequate opportunity for the organisation to terminate the agreement? On what grounds? |  |  |  |
| Is there a clause directing the parties to a specific form of dispute resolution? |  |  |  |
| Do we know which state/country law is applicable? |  |  |  |
| Does the contract provide for the return of property (including intellectual property) in the event of termination? |  |  |  |
| **Final matters** | | | |
| Does the party signing the contract have the capacity/authority to bind his/her organisation? |  |  |  |
| Do we have a copy of the contract executed by both parties? |  |  |  |
| If there are schedules, are they attached to the contract? |  |  |  |