

Ten Questions for Every Transactional Document

1. Have I spelled the parties' names correctly and used their proper corporate form?
2. Have I triple-checked all dates, numbers, and figures?
3. Have I included key boilerplate provisions (severability, merger, notice, dispute resolution, choice of law, indemnity, counterparts, assignment)?
4. Have I used all defined terms at least twice, defined terms consistently, and avoided embedding covenants in my definitions?
5. Have I verified that all cross-referenced paragraph numbers are still accurate, particularly those following "notwithstanding" or "subject to"?
6. Have I labeled exhibits and schedules consistently?
7. Have I labeled cross-referenced paragraphs consistently?
8. Have I used a consistent format for numbers and currencies?
9. Have I been consistent with margins, line spacing, and paragraph spacing?
10. Have I read the agreement from the other parties' perspective to spot any possibly unfavorable language?