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What's Next After Signing a Client Contract

Remember, this outline is a guide.

Be sure to contact an attorney if you have questions or specific issues.

The client contract solidifies the foundation in developing a productive client relationship by identifying the exchange of expectation between parties concerning scope of services to be provided and the terms in which to perform the scope of services. But after the contract is signed, it's important to just file and forget it. So, this resource is about unpacking some basic next steps to consider after signing a client contract beyond the scope of services to be performed.

- 1. Changes.** If you need to make a change to your contract, review the contract first to see how amendments or changes can be made. Typically, you can't make changes unilaterally unless the contract specifically permits for changes, and you want to make sure you make changes according to the contract so your changes are legally binding should an issue arise. Also remember, all changes should be in writing (more on that next!).
- 2. Amendments and Addendums.** If the provider of services and the client agree to make changes to the scope of services be sure to utilize an amendment (if you're changing the existing services) or addendum (if you're adding services) form. It is essential to ensure all changes in contractual terms from the commencement of the client contract are documented in writing and both parties' sign the amendment or addendum form attached to the original client contract. Luckily, **we have a template in our Trellis Template Library for amendments and addendums, so you have one ready to go in your back pocket when changes or additions come up (and trust us they do)! You can find it here:** <https://www.trellispgh.com/product-page/contract-amendment-addendum>
- 3. Term of Contract.** Pay attention to the duration of the contract, typically called the "Term." The term details the start and end dates of the contract. If you need to extend the existing contract, do so in writing or renew and sign a new contract. It is common and good business practice to include renewal options and timelines for renewal in the client contract. If an issue ever arises you don't want to be having to figure out if your contract is still valid!
- 4. Termination.** If you need to terminate the client contract, and it's not a mutual agreement, review your contract terms to ensure the reason you want to terminate is lawfully permitted under the termination clause or you could find yourself in court for breach of contract. Make sure to detail

the reason for termination in writing to the other party and follow any other requirements detailed in your contract. Then be sure to follow any payment procedures to include any other potential considerations such as whether or not there is a refundable deposit, or if payment is required for work completed to date. Even if you do mutually agree to terminate, your contract will likely say (and it is general best practice) to agree in writing and sign a termination document so that if one side wants to claim they didn't terminate, you have documentation.

- 5. Intellectual Property Considerations.** Intellectual property is important to keep in consideration throughout the contract term and conclusion of the contract. Review the client contract and be sure to have an understanding at all times of the intellectual property and/or confidentiality of information sections of the contract to ensure you are complying with all terms. Be sure you understand what you can or cannot do with any work product you have created for a client, for example, whether you can include work product in a public portfolio or not, if information has to be returned at the end of the contract, what licenses are granted under the agreement, and what information do you have to make sure you don't talk about publicly during or after the contract.

Note: Intellectual property is a COMPLICATED area of law, so it can be worth spending the money on a lawyer to help guide you.

- 6. Conclusion.** Remember a good relationship starts from a good client contract where terms and expectations should align and be fully understood by the parties to the contract. A good rule of thumb to always remember with respect to contractual terms and protecting interests is "if specifications are not in the contract and were only agreed to verbally, it is equivalent to it never happened nor was intended." **And if you don't have a good client contract to start with? Don't worry we got you covered. Find our Trellis Template for a client contract here:**
<https://www.trellispgh.com/product-page/client-agreement>