

Limitations

Construction Contract Writer is a tool that creates contracts. Like any tool, it has limitations and can be misused. Don't expect CCW to do in minutes what a lawyer experienced in contract drafting might take hours (or days) to complete. As with every computer program, mistakes (bugs) are possible. When we say CCW drafts "letter perfect" contracts, we mean that your CCW contracts will be free of obvious errors – about what you'd expect from a printed book. We don't mean that you'll make money or get perfect results with every CCW contract. No contract can guarantee that. But we do guarantee that CCW can be installed and will work normally on your Windows XP or higher computer. If that doesn't happen and if our tech support staff (760-438-7828 M-F 9AM to 5 PM Pacific) can't fix the problem, we'll refund your money.

The contracts you create with CCW are your contracts. Craftsman has no control over how you use these contracts and isn't liable for indirect, special, incidental or consequential damages, such as loss of business or loss of profits. Craftsman's liability is limited to the amount you paid for CCW. Some states don't allow a limitation on consequential damages. So your options may depend on where you live.

The best antidote against a defective contract is complete understanding. Offering a contract you don't understand is like signing a contract you haven't read. As a licensed CCW user, you're entitled answers on contract drafting questions from an experienced contract attorney. Click Help on the Menu Bar to see the selection "Get an answer from an attorney." You'll have a response within 24 hours – usually sooner. No charge. No limit.

CCW is a powerful tool exceptionally well-adapted to building effective, complete, innovative contracts appropriate for nearly any construction project. But the team that created CCW has never met the people likely to be involved in the work, has never seen the job site or the plans and has no appreciation for the possible risks in your project. In short, CCW isn't a substitute for judgment, analysis and careful consideration by someone who understands the project. That's always your job.

Finally, we recommend that you have an attorney check the finished product before offering a contract for signature. Only local counsel can appreciate the legal environment under which the contract is drafted, negotiated and executed. Getting professional review by an attorney will almost certainly be less expensive than asking the same attorney to prepare a contract from scratch.

A word about bias

Many contract clauses in CCW suggest a bias that favors either the owner, the contractor or the subcontractor. How accurate are these indicators of bias? That depends. Some CCW options have a contract bias that's clear beyond question. Indemnification is an obvious example. Any contractor who guarantees that a project owner won't suffer any financial loss is accepting more than usual risk. That's heavy bias. But bias for many CCW options depends on the circumstances. For example, a warranty against structural defects probably has a neutral (even) bias when the risk of collapse is very low, such as for a well-engineered concrete foundation set on stable ground. But if circumstances suggest higher risk

of structural failure, the same warranty could bias the contract heavily in favor of the property owner. Be aware that circumstances can shift the bias in any contract clause.

Heavy bias exists when the only purpose of a clause is to shift a significant burden, risk or expense to one party. A clause that goes beyond what the law requires and beyond what is considered good professional practice falls into the heavy bias category. **Moderate bias** is likely to add to the effort, risk or expense carried by one party but either benefits a third party or is considered good professional practice. **Light bias** imposes a minor burden, such as extra paperwork, but adds benefits likely to reduce the risk of loss, be considered reasonable or be consistent with first class work. **Even (neutral) bias** imposes benefits and burdens likely to be reciprocal, insignificant or fully compensated.