

Steven R. Pietro addresses the legal enforceability of so-called handshake deals

A staple of business, so-called 'handshake deals' are favored by many, especially in small enterprise circles.

PEMBROKE PINES, FLORIDA, UNITED STATES, September 11, 2018 /EINPresswire.com/ -- Circumventing the often drawn-out process of drafting and signing written contracts, so-called 'handshake deals' are typically based upon the good word of those involved. A [handshake deal](#), everything considered, relies on promises being honored, despite no written agreement having been made.



"Contrary to popular belief, such deals are often legally enforceable in the U.S. although this does vary from state to state," explains Steven R. Pietro, a [corporate lawyer](#) practicing in Florida. A handshake deal or 'oral contract,' however, even with the very best of intentions and backed by a degree of legal enforceability, can be inherently risky, according to Pietro.

Obstacles, says the corporate lawyer, often center around confusion over, or proof of, terms, and circumstantial changes. "Handshake deals all too often end up in a he-said-she-said situation, in which nobody is a winner," he adds.

It's for these and other similar reasons that corporate lawyers such as Pietro are unable to professionally endorse [handshake agreements](#). "In the event of a verbal or handshake agreement, however," he continues, "there are steps which can be taken to help cement the legal enforceability of any such deal."

One method, he says, even in the absence of formal contracts, is to put something in writing. "Confirm by email, for example, that a deal has been made verbally or over a handshake," suggests the corporate lawyer. "If nothing else, this creates documentary evidence to supplement oral testimony, which will help if matters escalate or it's necessary to call in lawyers or go to court for one reason or another."

Similarly, Pietro suggests filing a matching, personal account of the deal in company records. This, he says, creates a legitimate record which is generally admissible, should it be needed, in court. "A brief outline and a time, date, and location where the deal was agreed should be sufficient in most instances," he adds.

By taking these simple steps, an individual is protecting their best interests where a so-called handshake deal becomes lucrative or otherwise successful, according to Pietro. He is, however, keen to further reiterate that the intricacies of such agreements vary on a state by state basis in

much of the U.S. "I'd recommend reading into local legal legislation and protocol where there's a handshake deal in place, just to be on the safe side," he suggests.

"Lastly, and as time passes and circumstances change," adds the corporate lawyer, wrapping up, "look to revisit any handshake deals periodically and modify such agreements where necessary."

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