

New article by Richard Smalley, Esq. explains the benefits of having a written agreement

In this age of the Internet, do you still need written contracts? Attorney Richard Smalley explains why written contracts with signatures are important.

NORMAN, OKLAHOMA, UNITED STATES, October 25, 2019 /EINPresswire.com/ -- In this modern age, when everything from a single Email to voluminous legal documents can be easily stored in your computer, is it really important to have these documents in hard copy? And should you have agreements in written form at all? It may surprise you, but the answer is yes. In his new article, Oklahoma lawyer [Richard E. Smalley](#) provides a brief overview. The complete article will be published on his Blog at <https://richardsmalleylawblog.family.blog/>



Family lawyer Richard E Smalley III, Norman, Oklahoma

In this technological-driven age, many people don't value the importance of legal papers in a hard-copy form with signatures. They think that as they have carried out the agreement verbally, or exchanged a few emails on the subject, it means almost the same. But that's not how it works; the significance of a written contract is far more important than the one available in your folder or the one done verbally. In his article, [Richard Smalley](#) gathered some top reasons why you should have written agreements with signatures and dates attached.

“ A properly drafted contract provides committed parties and authorities with a written record of the terms and obligations agreed upon.”

*Richard Emory Smalley, III,
attorney in Norman,
Oklahoma*

Clarifies Statute of Limitations Issues

A “statute of limitations” is a law that restricts the time within which legal proceedings can be brought. As for contracts in Oklahoma, the statute of limitations for a written contract is five years, and for an oral contract it is three years. See 12 OK Stat § 12-95. When there is an oral agreement, the parties might differ as to when exactly the agreement was reached or when the breach occurred. This is a good reason to reduce agreements to writing. That way you have clarity until when a lawsuit must be filed.

Provides More Certainty and Authenticity

A piece of paper may have lost its importance in today's digital world but the significance of a written contract continues. Written contracts provide more assurance to both committed parties.

Verbal contracts are harder to prove. With verbal contracts, it is likely that a party may agree on something, but later on, back-pedal immediately. This can put you in a lot of financial or legal crisis and damage your reputation as well. With written contracts, there is no scope of denying or backing away; even if a certain party does so, you can always provide evidence and prove them wrong. This will save you from a lot of hassle with the committed party and authorities.

Prevents Disputes and Misunderstandings

The worst part about verbal contracts is that people often forget about details – the most important part of a contract. They may remember them for a while but as time goes on, it is likely for them to become hazy on minor details.

Since the spoken words are not recorded anywhere, it is impossible to go back and check. This can create a lot of assumptions and problems in the future. One party may say something else about the contract and the other party may argue something else to be true. And to make the matters worse, there would be nothing to tally from and see who is right or telling the truth. This can give rise to a dispute between the parties and dissolving of the “contract” ultimately.

Provides Proof Immediately

A written contract will always come in handy and could be useful at anytime, anywhere. Surely, you can't carry your laptop wherever you go. It is possible that you have to show your contract at the time when you don't have your laptop. Having a contract in a paper form will allow you with the feasibility to carry it in your bag wherever you go.

Since contracts are made on a normal paper sheet – as light as air, it wouldn't be burdensome to take along the contract wherever you go. On the safe side, always keep a saved copy of your written contract on your computer.



Attorney Richard E Smalley III, Oklahoma



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Clearly States Duties and Responsibilities

A proper, written document contains significant details that a verbal contract may not cover. To make a contract legal, it should consist of two essential components – agreement and considerations.

Within these two parts, contain an assortment of provisions that make the contract legal in its truest sense. In these two sections of the contract, there will be offers, terms and conditions, work conditions, payment clauses, liabilities, and breach of conditions. What these pointers will detail out are as follows:

- * Terms and conditions – what both parties are required to do under the contract
- * Work conditions – how both parties are required to act within the terms of a contract
- * Liabilities – how liabilities will be managed in case of a problem
- * Payment conditions – how payment will be done under the contract
- * Breach of conditions – what happens if either of the party fails to fulfill the conditions.

The clauses in the contract will serve as rules that the committed parties will need to follow no matter what.

Gives You Security and Relaxes Your Mind

Knowing that the terms and conditions are clearly elucidated in a written contract gives involved parties peace of mind. There is nothing to worry about or for things to go awry as everything is clearly set forth in a written form.

A properly drafted contract provides committed parties and authorities with a written record of the terms and obligations agreed upon. This also gives you an additional right to pursue further legal rights and duties, if necessary.

About [Richard Emory Smalley, III](#)

Richard E. Smalley, III is an attorney in Norman, Oklahoma. He is an AV-rated trial attorney with more than 30 years' experience. Mr. Smalley focuses on family law matters, including divorce, custody, child support, divorce modifications, paternity, and guardianship. He is also experienced in probate matters and wills. The practice presently includes, trial work, divorce, post-divorce modifications, child support collection, child custody litigation, paternity, guardianship, adoption, probate and wills. Mr. Smalley has been appointed by judges and attorneys to serve as the Guardian ad Litem for children in dozens of contested child custody cases, and serves as a mediator in family law cases.

References

Website: <http://smalleylawfirm.com/richard-e-smalley-iii/>

Blog: <https://richardsmalleylawblog.family.blog/>

News: <https://hype.news/richard-e-smalley-iii-family-lawyer-us/>



Attorney Richard E Smalley III, Oklahoma

Attorney Profile: <https://solomonlawguild.com/richard-e-smalley%2C-iii>

Attorney Profile: <https://attorneygazette.com/richard-e-smalley%2C-iii#2d2e7913-7e09-4dcc-8c60-1f89053f64cd>

<http://www.americanregistry.com/business/richard-e-smalley/290254>

<https://www.linkedin.com/in/dick-smalley-8a3b799/>

Richard E. Smalley, III

The Smalley Law Firm

+ + +1 405-801-2222

[email us here](#)

Visit us on social media:

[LinkedIn](#)

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