



LEGAL BRIEFS

BY
David Wolf

Principal Office: Jacksonville, Florida



PERSONAL INJURY • NURSING HOME NEGLECT • MEDICAL MALPRACTICE • ELDER LAW

Deal Or No Deal - Basic Contract Law in Florida and Keep Your Clothes On

The hottest game show in television at the moment is Deal or No Deal! Howie Mandel, a comedian who now sports a shiny new hairdo and an earring, is the host of this show of mostly luck and some strategy. The contestant picks a briefcase to open. Some briefcases have a lot of money and some very little.



Along the way, a mysterious banker offers to end the game by offering some money. Then, Howie Mandel, with music in the background and

pressure by friends and audience, asks the question - Deal or No Deal! It can be quite stressful making such a decision.

This month's Mystery Song is all about stress. It is a well known hit song from the 80s. Name the song (it should be easy) and the artist (this should be easy too.) I will randomly select a winner from the correct entries for a free lunch gift card. Click on the Mystery Song play button to hear the Mystery Song. For those who had problems with the audio in the past, the song should now play without difficulty. I designed this newsletter on a Mac to better incorporate the audio portion of the newsletter as well as other items.

For my audio commentary on contracts, click on the Legal Briefs Audio play button. Please let me know how the audio comes through on this newsletter.

Some have walked off the Deal or No Deal show with a few hundred dollars and some with several hundred thousand dollars. Deal or No Deal suggest that there is a binding deal that is made when the person pushes the button and says Deal. If Howie and the banker closed shop and did not pay the award, the contestant could sue the show. There was an Offer (i.e banker offers money), Acceptance (i.e. contestant accepts money), and Consideration. The Consideration part of a contract is some times the most tricky part of a Contract. Each side must give / receive something of value to make for a binding contract. Otherwise, the deal may be considered a gift which may or in most cases may not be enforceable. Prior to going on the show, I would think that a contract is signed by the show and the contestant as to rules of the game and how winnings / offers are paid off. The contestant gives something of value by flying to the studio, missing time from home, work, and family, and risking humiliation by appearing the show. The show gives something of value by allowing the contestant to play and offering money at different stages of the game.

Most people strike deals in every day life without the benefit of video taped shows and the windfalls of a game show. As an attorney and a person who is called frequently on contracts and problems with the same, I always recommend that clients use an attorney to prepare the contract. This, of course, assumes that the value of the deal or contract warrants the involvement of an attorney.

A well drafted contract can save thousands if not millions of dollars in the long run. It also helps avoid the uncertainty and stress of an ambiguous or poorly worded contract. When preparing a contract, the following issues should be specifically addressed and spelled out in clear language: parties, effective date, specific goods and / or services to be provided, performance dates and deadlines, specific dates and amounts of payments, provisions for attorney fees, applicable law to be applied (i.e. Florida law), and default or breach provisions. Of course, there are many other issues to be considered. Each contract needs to be evaluated on a case by case / person by person basis.

Game shows like Deal or No Deal are not always fun and games. Take Richard Hatch. He won the first Survivor Competition. Remember Richard Hatch? He paraded around the other contestants fully naked for most of the competition. This was a highly effective strategy that may have helped him win the competition. I do not suggest this strategy for those at home or in public. Anyway, Mr. Hatch won the \$1 million prize but failed to pay his taxes. Mr. Hatch should wear clothes at his next residence and pay attention to his tax responsibilities in the future. On May 16, 2006, Richard Hatch was sentenced to 51 months in prison plus three years of supervised release after serving his sentence.

As for the rest you, read all contracts carefully. Hire an attorney to review and / or draft contracts when necessary. I hope everyone had a nice 4th of July. Have a great July. Call or e mail me with any questions or just to say hello.

Store in Jacksonville have been most helpful as well. If you have a Mac or would like to know more about Macs, give me a call or e mail me.



HAVE A TOPIC YOU'D LIKE TO SEE COVERED IN LEGAL BRIEFS? EMAIL ME YOUR SUGGESTIONS

David A. Wolf, Esquire Wood, Atter & Associates
333-1 East Monroe Street, Jacksonville, Florida 32202, dwolf@woodatter.com
Office: 904-355-8888, Toll Free 1-800-737-9376
Mobile: 904-699-8366, Fax: 904-358-3061
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