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The contract can undo the sale

How to write terms that don't undo the trust

Why an unexplained fee structure
costs more at the end than it would have at the start

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How to write terms that don't undo the trust

Why an unexplained fee structure costs more at the end than at the start

Gates. Relevance: no. Credibility: no. Proof: no. **Safety: primary.** Access: secondary.

A buyer who has already decided can still stall on the paperwork. Every material term in an engagement letter needs a one-sentence explanation sitting beside it, in the buyer's language.

Silence on a document usually means somebody hit a clause they can't explain to the people they'll have to explain it to.

The symptom

They said yes. The engagement letter went over that same afternoon, and it's been eleven days.

Nobody has objected to anything. No redlines, no questions from their counsel, no email asking what section four means. Nobody has signed either.

The delivery team has the start date blocked out. Somebody on your side floated a follow-up and then decided against it, because the last thing you want is to look anxious about a deal that already closed. So the file sits, and the explanation going around the office is that they're busy, it's a short month, their general counsel is traveling...

Eleven days after a yes isn't a scheduling problem.

Why it keeps happening

Terms get drafted by people whose job is to protect the firm, then reviewed by other people whose job is to protect the firm. That chain does exactly what it was built to do. Nobody in it is ever handed the question that determines whether the thing gets signed this week: can a buyer read this and understand what they're agreeing to?

So every clause is individually defensible. The indemnity is standard. The renewal language came from a matter where somebody got burned. The suspension right exists because a client once ran ninety days past due and the firm kept working. Each one has a story behind it, and the story is usually a good one.

Then all of it lands on a desk at once, and the document as a whole reads as something to be wary of.

I've sent that letter. More than once, with the settled feeling of a man who had protected his firm properly. When it came back slowly, or didn't come back, I called it a timing problem, and everybody in the room agreed with me, because timing is the most comfortable diagnosis available and it requires nobody to reopen the template.

What the buyer is doing at the Safety gate

The engagement letter shows up at the moment of maximum exposure. They've committed internally. They've told a partner, a boss, a committee that this was the right call, and some of those people were skeptical. They have less room to walk away cleanly than they've had at any point in the process, and they know it.

A clause they can't parse at that moment reads as the first thing the firm has shown them that it didn't want to explain.

The same ambiguity in a pitch deck costs almost nothing. Buyers ask about it, or they let it go, because the decision is still cheap to reverse. At signature the arithmetic changes. Now the buyer is weighing whether they can carry this choice into the rooms where they'll have to answer for it, and a term they can't explain in one sentence is something they can't carry. They can't defend a fee escalation they don't understand. They can't answer the question about who's doing the work if the document mentions partners they've never met.

Nothing about that gets said out loud. It gets said as eleven days of silence.

The correction

Run the engagement letter through a plain-language pass, and put the results inside the document.

Every material term gets one sentence explaining what it means for the client, written next to the clause. The explanation belongs beside the language it explains. An appendix gets skipped, and a cover email gets separated from the document within a day.

State the price the way a client would say it back to a colleague. If your fee section needs a paragraph and a table before somebody can tell you what they'll pay in March, it isn't a fee section yet.

Then go through the terms and pull or flatten whatever survives only out of habit. The ones that stall buyers who had already decided:

- Tiered or puzzling service-level structures
- Rolling contracts that auto-renew
- Provisions letting the provider pause service at its own discretion
- Undisclosed subcontractors or strategic partners doing the work
- Retainers that escalate without added service
- Scope restrictions the buyer didn't see coming

That last one does the most damage, because it surfaces months later as an argument about whether something was ever included.

Then add two things near the front, plainly stated: how the client ends the engagement if they want to, and when the two of you sit down to review whether it's working. A clear, fair exit costs the firm nothing in practice and speaks directly to the only thing the buyer is worried about.

The hard part isn't the drafting. It's the conversation with whoever wrote the protections, who will point out, correctly, that the language exists for a reason. The reply that ends the argument is that a protection nobody reads and nobody signs protects nothing at all.

Before and after

Before. *Fees are subject to annual adjustment at the Firm's discretion. Services may be suspended in the event of any outstanding balance. This Agreement shall renew for successive twelve-month terms absent written notice ninety (90) days prior to expiration.*

After. *Your fee is $8,000 a month for twelve months. If we want to change it, we'll put the reason in writing sixty days before the anniversary and you can say no. If an invoice runs past sixty days we'll call you before anything stops. You can end this with thirty days' notice and you keep every deliverable we've produced.*

What it costs

Some bargaining room, honestly. The suspension right is easier to use when it's vague, and a plainly worded exit makes leaving easier for a client who wants to leave. Firms that make this trade tend to find the terms they gave up were ones they'd never once enforced.

Run this on your own material

Take your current engagement letter to somebody in the firm who has never read one. An analyst, a designer, a new coordinator. Hand it over with no preamble and ask two questions: what is the client agreeing to, and what happens if this goes wrong?

Time how long it takes and write down every place they stop. Those stops are your buyer's eleven days, arriving early and for free.

Do it before the next letter goes out. The version you send tomorrow is the one you'll be explaining on a call you didn't want to have.

Signals you've cleared it

Advance when the signature comes back inside a few days with no legal review at all, or when their counsel asks two narrow questions and nothing else. When a buyer quotes a term of yours accurately to a colleague, the document did its job.

Hold when the letter goes quiet. Silence after a verbal yes is the buyer working out how to raise something they'd rather not raise. Hold too when the questions you're getting are about the fee mechanism rather than the fee, and when your own people describe a clause as standard instead of telling you what it does.

Where this connects

Story from the Field · *The Decision You Could Survive*, on the buyer weighing exposure.

Research Library · Entry 14, professional-services buying and the committee.

Next move · Go to *How to help a buyer defend the decision*.