

# Always engage qualified attorney to draw up employment contracts

Here's a reminder that drafting employment contracts is best left to the legal experts.

**Recent case:** Julius is a doctor. He negotiated to join the staff of a company that employs hospitalists, physicians who specialize in hospital care. His job would be to rotate between three different hospitals and to provide patient care. He would, in effect, become an itinerant doctor seeing up to 25 patients per day.

Julius signed an employment contract prepared by his would-be employer. The contract stated that a start date would be assigned once the company finished getting Julius' credentials approved by each hospital. A few days into the credentialing phase, Julius changed his mind and emailed the company stating he was no longer interested in pursuing employment.

The company sued him, demanding \$30,000 in penalties provided under the contract.

Julius argued that because he ended the agreement before a condition precedent had taken place—the credentialing process—he didn't breach the contract. A Texas state appeals court agreed with Julius and dismissed the claim. (*Taber v. Texas Inpatient Consultants*, Court of Appeals of Texas, 2018)

**Final note:** Remember, courts construe all contracts against the party that wrote up the agreement. What does that mean? If there are any ambiguities, they will be interpreted against the drafting party.

That's why it's so important to engage an attorney to draft all employment contracts. It's essential for those agreements to conform with the contract law of each state in which you operate.