

First-pass contract review with AI: the checklist

Another inbound contract, and the business is waiting. AI can give you a first pass in place of a blank page. What protects you is the check that comes after, so this list covers the setup before you start and what to check in the output before anything goes back.

Tested on [MODEL], [DATE]: test pending

Before you start

- ☐ The tool and plan are approved for this material (run the "Safe to paste?" checklist).
- ☐ You have the whole agreement: schedules, exhibits, order forms and any terms incorporated by link. The AI cannot read a web page the contract only refers to.
- ☐ You know your side, the deal and the deadline, and you have your positions or playbook to hand.
- ☐ One agreement per conversation, so terms from another deal do not leak into this one.

A first-pass prompt

We are the [CUSTOMER / VENDOR]. Review the attached [AGREEMENT TYPE] against these positions: [POSITIONS].

Return a table: clause number | what it says (quoted) | how it departs from our position | risk (high, medium, low) | suggested position.

Then list any clauses we would expect that are missing. Do not invent text. Say where you are unsure.

Check the output

Accuracy

- ☐ Every quote matches the document word for word.
- ☐ Clause numbers are right, and no clause has been invented.
- ☐ Defined terms are read as the agreement defines them.

Liability and indemnities

- ☐ The cap amount and what counts toward it are right.
- ☐ The carve-outs from the cap and from excluded losses are all listed.
- ☐ Indemnity scope, triggers and procedure are read from your side.

Completeness

- ☐ Every section was covered, including schedules and order forms.
- ☐ Missing protections are listed (for example data protection, termination rights, assignment).
- ☐ Terms incorporated by link were pulled and reviewed separately.

Structure

- ☐ The order of precedence between documents is identified.
- ☐ Conflicts between the main terms and an order form are flagged.
- ☐ Governing law and venue are stated, and no rule from another jurisdiction is assumed.

Dates and numbers

- ☐ Term, renewal and notice periods are correct.
- ☐ Automatic renewal and cancellation windows are flagged.
- ☐ Fees, caps and service credits match the document.

Suggested wording

- ☐ Changes are the minimum needed to fix the point.
- ☐ Defined terms are used consistently with the agreement.
- ☐ No new obligation lands on your side by accident.

Before it goes back to the business

- ☐ You have read the key clauses yourself: liability, indemnity, term, termination, data and payment.
- ☐ Risk ratings reflect your organization's position, not a general view.
- ☐ The business summary is in plain terms: what they can sign, what needs to change and what you need from them.
- ☐ You have noted what the AI did and what you checked, for your own file.