

# Construction Law in North Carolina

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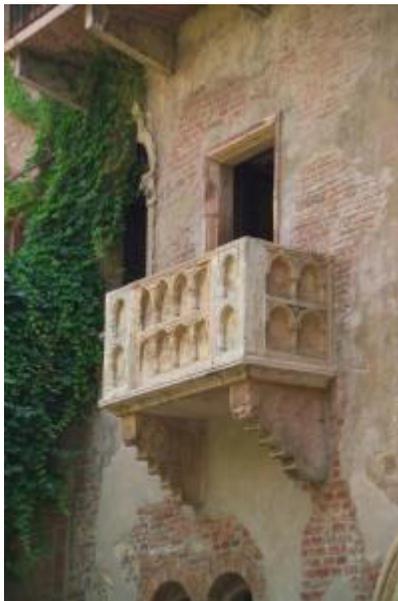
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## Why words matter (aka Shakespeare for Architects & Engineers) (Law note)

September 29, 2011 by Melissa Brumback

***“What’s in a name? That which we call a rose  
By any other name would smell as sweet.”***

*Romeo and Juliet (II, ii, 1-2)*



Words do matter. In the context of construction law, there are some words that you should avoid at all costs. Top of the list is the word *inspect*. If your contract gives you the responsibility of *inspecting* the contractor’s work, stop. Do not pass go. Do not collect \$200. *Inspection* (at least to some owners and juries) connotes that a thorough review will be provided, and that every fault will be identified. Instead of *Inspection*, a better word for your construction contract is *Observe*. You should not be providing *periodic inspection*. Instead, provide *periodic observation*.

Am I nit-picking? Perhaps. But inspect implies a much stronger duty than observe. (Just my personal *observation!*). There are other words you should also avoid in construction contracts.

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Instead of *certify*, try *review*

Instead of *approving* shop drawings, try *No exceptions noted*

Instead of *best (or highest) standards*, try meet the [professional standard of care](#)

Instead of *immediately*, try *without undue delay*

This list is just a sample. There are many other words to be leery of, including *guarantee*, *warrant*, *insure*, and *ensure*.

In doubt about whether your contract contains dangerous words that may expose you to extra legal liability? Write your contract as if [your attorney is looking over your shoulder](#). Keep in mind, both Romeo and Juliet learned the hard way that words do indeed matter.

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