

# General Contract Clauses: Litigation Costs and Expenses (FL)

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*A Standard Clause to be used in a commercial contract under Florida law to allocate litigation costs and expenses to the losing party in a dispute by requiring the losing party to reimburse the prevailing party for the prevailing party's litigation costs and expenses. Litigation costs and expenses typically consist of attorneys' fees, court costs, and other expenses. This Standard Clause has integrated drafting notes with important explanations and drafting and negotiating tips.*

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## **General Contract Clauses: Litigation Costs and Expenses**

1. **Litigation Costs and Expenses.** If any party institutes any legal suit, action, or proceeding against the other party [to enforce this Agreement (or obtain any other remedy regarding any breach of this Agreement)/arising out of[ or relating to] this Agreement, including, but not limited to, contract, equity, tort, fraud, and statutory claims], the prevailing party in[ a final, non-appealable judgment regarding] the suit, action, or proceeding is entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred by the prevailing party in conducting the suit, action, or proceeding, [including any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs in Civil Actions), as well as costs not taxable thereunder and ]including [reasonable/actual] attorneys' fees and expenses[./ and] court costs[, and [OTHER EXPENSES]], even if not recoverable by law[ (including, without limitation, all fees, taxes, costs, and expenses incident to appellate, bankruptcy, and post-judgment proceedings)].

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