

# Is your equipment contract flexible enough?

by Jeff Myers

Law firms are optimizing space. In today's market with margins razor thin, the cost of inefficient space, or processes, technology or equipment are simply too high; therefore, law firms are downsizing office space to find the maximum value point for their real estate needs.

What about firms' equipment fleet? A law firm can't downsize its office space and reduce its real estate spend with unnecessary equipment on hand—but how can your firm know its needs are optimized and—even more importantly—will your contract allow you to change your needs to improve workflow and efficiency?

About two (2) years ago we completed an output assessment and a Request for Proposal for a 320 Attorney Firm based in Kansas City (click [here](#) for the case study). As part of the negotiated contract, the firm was able to right-size their fleet by 20% (flexibility) during the

contract term – this flexibility meaning the ability to upgrade, downsize or delete units during the term. Recently because of some changes in space the Firm elected to downsize their fleet by 26 devices reducing their costs by 20%.

When you signed your last equipment contract, optimizing your firm's real estate footprint may not have been a top of mind strategy and your firm may have been pleased with basic terms for fixed payments for the term and decent service—but things have changed.

Today, firms must consider what happens when needs change, and when you require different Multi-functional Devices (MFDs) or Multi-functional printers (MFPs) to handle your output.

What can your firm do to ensure your contract allows you to return a device or make a swap without incurring penalties or lease buyouts? Chances are, your current lease contract does not contain this language.

Mattern encourages a flexibility clause in all the contracts we negotiate. By doing so, our clients have the ability to upgrade, downgrade or return a device with no financial penalty.

If you don't have this type of language in your contract, the next time around you may want to consider it. If you want to learn more of how to incorporate flexibility into your contracts, contact us today at [info@matternassoc.com](mailto:info@matternassoc.com).