

# Claude Contract Intake & Red-Flag Prep Kit

**Not legal advice.** This prompt kit helps you organize contract questions and concerns before meeting with qualified counsel. It does not provide legal conclusions, enforceability opinions, or recommendations to accept, reject, or modify contract terms.

## What This Kit Helps You Do

Claude for Small Business makes contract-related intake more accessible to small teams by putting Claude inside the tools many owners already use. Anthropic's May 13, 2026 announcement says Claude for Small Business ships with connectors and ready-to-run workflows for small business tasks, including a contract reviewer, plus connections such as DocuSign, Google Workspace, Microsoft 365, QuickBooks, PayPal, HubSpot, and Canva. That creates a timely opportunity, but it also creates risk: owners may paste an agreement into a model and treat a confident answer like professional advice.

This kit keeps the workflow on the safe side of that line. It gives you prompts, worksheets, and checklists for intake, organization, issue spotting, and counsel handoff. The goal is not to decide whether a clause is enforceable or whether you should sign. The goal is to create a clean packet that lets qualified counsel see the agreement, your business context, your priorities, and your unresolved questions faster.

Use this kit when you are reviewing a vendor agreement, customer master services agreement, SaaS subscription contract, agency statement of work, mutual NDA, marketplace terms, or partnership draft. The output should be a structured brief, not a final decision. Any contract decision should go to qualified counsel.

## The PREP Framework

### 1. Profile the Agreement

Start by identifying what the agreement is, who sent it, what business process it affects, and what decision deadline is driving the review. Do not ask Claude to judge whether the agreement is good or bad. Ask it to extract neutral facts: parties, dates, renewal mechanics, payment terms, termination windows, required notices, data involved, deliverables, and linked documents. If the source is unclear, mark it as unclear rather than filling gaps.

### 2. Rank Business Exposure

Next, translate the agreement into business concerns. This is not a legal risk score. It is a practical triage map: money at stake, operational dependency, customer impact, data sensitivity, exclusivity, deadline pressure, and what would happen if the relationship ends. The owner can usually explain these facts better than outside counsel. Claude can help convert messy notes into a table counsel can scan.

### 3. Extract Questions for Counsel

Turn each uncertain area into a question. Good questions are specific and non-leading: "What should we understand about the auto-renewal notice window?" is better than "Is this auto-renewal clause illegal?" The first gives counsel context and room to advise. The second invites the model to make a conclusion it should not make. The prompt library in this kit repeatedly forces that safer shape.

#### **4. Prepare the Handoff Packet**

The final output should be a concise brief with four parts: document summary, business context, issue list, and exhibits. Exhibits can include the agreement, prior emails, scope documents, pricing tables, security questionnaires, and screenshots from connected tools. Keep sensitive data minimized. If you use Claude with connectors, confirm permissions and avoid giving it access to documents unrelated to the contract.

#### **Worked Example: Maya's Vendor Agreement Intake**

Maya runs a seven-person ecommerce brand. A fulfillment vendor sends a two-year services agreement on Thursday and asks for signature by Monday. Maya is not trying to avoid counsel, but she wants the attorney call to be focused. Previously she would send a long email with scattered questions: shipping delays, storage fees, data sharing, and whether the vendor can use subcontractors.

She starts with the Agreement Profile Prompt. Claude extracts neutral facts: a two-year initial term, automatic annual renewal unless notice is sent 60 days before renewal, monthly minimum fees, a service-level exhibit, a limitation of liability section, a confidentiality section, and a linked data-processing addendum. Maya notices that the prompt leaves two fields blank because the source documents do not say who pays for return shipping after vendor error. That missing fact becomes a question, not a guessed answer.

Next, Maya uses the Business Exposure Sorter. She tells Claude that 65% of monthly orders would depend on this vendor, the brand has a holiday launch in six weeks, and customer addresses would flow through the vendor's platform. Claude organizes the concerns into a table: operational dependency, launch timing, customer data, fee predictability, and termination path. It does not call anything enforceable or unenforceable. It simply marks why each item matters to the business.

Then Maya runs the Counsel Question Builder. The prompt converts vague concerns into questions for counsel: "What should we understand about the 60-day non-renewal notice window if the vendor misses service levels?", "What options should we discuss around customer-data handling and vendor subprocessors?", and "What should we ask about fee changes tied to storage or return shipments?" She removes one question that is not relevant and adds a note about a past vendor dispute.

Finally, Maya uses the Handoff Memo Prompt. The output is a two-page brief with the agreement date, counterparty, business purpose, decision deadline, key exhibits, top business concerns, and counsel questions. Maya attaches the contract, service-level exhibit, pricing sheet, and data-processing addendum. On the call, counsel can immediately focus on contract decisions instead of spending the first 25 minutes reconstructing context.

The value is preparation. Maya still relies on qualified counsel for contract decisions. The kit reduces confusion, missing context, and unfocused review time without pretending to provide professional judgment.

#### **Common Mistakes**

1. Asking Claude whether a clause is valid, enforceable, fair, or safe. Ask it to organize questions for counsel instead.
2. Pasting only one excerpt and forgetting exhibits, renewal pages, order forms, or linked policies.
3. Treating a confident summary as a decision. A summary can miss context, jurisdiction, negotiation history, and business priorities.

4. Forgetting to record the business facts that counsel cannot infer from the document, such as revenue dependency or customer impact.
5. Giving connectors broad access to unrelated files. Keep the source set narrow and intentional.
6. Asking for edits that sound like a final position. Use “questions to discuss” and “points to clarify” instead.
7. Leaving out deadlines. Renewal dates, signature deadlines, and notice windows are often the reason triage matters.

## Quick-Reference FAQ

**Can I use this instead of counsel?** No. This kit is for preparation and organization only. Consult qualified counsel for contract decisions.

**Can Claude summarize the agreement?** It can help extract neutral facts and create a source-grounded summary, but you should verify against the source documents.

**Should I connect DocuSign, Drive, or Microsoft 365?** Only if you understand the permissions and can limit the source set. Start with uploaded copies when in doubt.

**Can the prompts tell me what to negotiate?** They are designed to produce questions and preparation notes, not recommendations to accept, reject, or modify terms.

**What belongs in the handoff packet?** The agreement, exhibits, deadlines, business context, unresolved questions, prior emails that explain intent, and any operational facts counsel needs.

**What if the contract involves employment, healthcare, consumer data, international transfer, financing, or regulated goods?** Treat it as higher sensitivity and consult qualified counsel before acting.

## Template Walkthrough

The Contract Intake Worksheet starts with blank fields for agreement type, counterparty, decision deadline, business owner, documents received, and missing exhibits. Before using it, Maya’s note was: “Fulfillment contract. Need someone to check renewal, fees, bad shipping, data.”

After filling it in, the same concern becomes: “Two-year fulfillment services agreement from Northstar Fulfillment, signature requested by 2026-05-20. Documents received: master services agreement, pricing exhibit, service-level exhibit, data-processing addendum. Missing: return-shipping responsibility after vendor-caused errors. Business exposure: 65% of order volume and holiday launch dependency. Counsel questions: notice window after service failures, subprocessors/customer-address handling, fee-change mechanics, return-cost allocation.”

That before/after is the whole point. The worksheet turns a scattered worry into a packet qualified counsel can use.

## Final Use Rule

If the output sounds like a conclusion about rights, obligations, enforceability, or what you should sign, stop and reframe it as a question for qualified counsel.

# Prompt Library: Claude Contract Intake & Red-Flag Prep Kit

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## Intake Prompts

### 1. Agreement Profile Extractor

Paste the contract or selected agreement text. Extract only neutral facts into a table: agreement type, parties, effective date, term, renewal mechanics, payment obligations, termination mechanics, notice requirements, exhibits, linked documents, data involved, deliverables, and open fields. If the text does not state something, write “not stated.” Do not evaluate the agreement or recommend action.

### 2. Missing Document Check

Review this agreement package list: [paste filenames or descriptions]. Identify documents, schedules, order forms, exhibits, policies, or email threads that appear referenced but absent. Output a checklist for me to gather before counsel review. Do not infer missing terms.

### 3. Deadline and Notice Tracker

Extract all dates, notice windows, renewal dates, payment dates, cure periods, and signature deadlines from the provided text. Return a calendar-style list with source snippets and a “confirm with counsel” column. Do not state legal consequences.

### 4. Plain-English Business Summary

Summarize the agreement for a business owner in neutral language. Include what relationship it appears to create, what each party appears expected to do, payment flow, timeline, and documents referenced. Avoid legal conclusions and avoid advice.

## Exposure Sorting Prompts

### 5. Business Exposure Sorter

Using the agreement summary and my context below, create a business-exposure table. Columns: topic, business fact, why it matters operationally, source document, question for counsel. Context: [revenue dependency, customer impact, data involved, timing pressure, team owner].

### 6. Data and Access Inventory

Identify any references to customer data, account access, credentials, integrations, analytics, files, or platform permissions. Create a list of data/access items to verify internally and questions to ask counsel or the vendor.

## **7. Money Flow Organizer**

Extract payment amounts, variable fees, minimums, taxes, refunds, chargebacks, late fees, credits, reimbursements, and invoicing steps. Organize them as business questions, not legal conclusions.

## **8. Operations Dependency Mapper**

Based on this agreement and context, map which business operations could depend on the counterparty. Include launch dates, customer commitments, staffing, data flows, and fallback options I should explain to counsel.

## **Counsel Question Prompts**

### **9. Question Builder**

Convert the concerns below into concise questions for qualified counsel. Use neutral wording. Do not answer the questions. Group by money, timing, data, termination, deliverables, confidentiality, and operational dependency.

### **10. First Call Agenda**

Create a 30-minute counsel call agenda from this intake packet. Include the top five questions, documents to have open, business facts to explain, and decisions that must not be made without counsel input.

### **11. Counterparty Clarification List**

Draft a list of factual clarifications I may request from the counterparty before counsel review. Keep it non-adversarial and avoid proposing contract language.

### **12. Internal Decision Owner List**

Identify which internal stakeholders should review the business facts before counsel call: finance, operations, sales, customer success, security, HR, or founder. Explain what each should verify.

## **Source-Grounded Review Prep**

### **13. Source Snippet Binder**

For each concern below, find the exact source snippet or section reference in the agreement package. If no source appears, mark “no source found.” Do not interpret.

### **14. Assumption Cleaner**

Review my notes and separate source-backed facts from assumptions, opinions, memories, and missing information. Output four lists and suggest which assumptions to verify before counsel review.

### **15. Change History Intake**

I have these prior drafts or email comments: [paste notes]. Create a neutral change-history timeline and flag changes I should ask counsel about. Do not say whether any change is acceptable.

## **16. Exhibit Cross-Check**

Compare the main agreement against attached exhibits. List places where the main agreement references an exhibit, policy, order form, or schedule. Mark whether it is present in the package.

## **Handoff Prompts**

### **17. Counsel Handoff Memo**

Create a two-page handoff memo for qualified counsel. Sections: business purpose, counterparty, deadline, documents received, missing items, business exposure table, top questions, and internal owner. Include the non-legal-advice note at the top.

### **18. Executive Brief**

Create a one-page executive brief for our founder or finance lead. Focus on business exposure and unresolved questions. Do not include recommendations to sign, reject, or modify.

### **19. Vendor Call Prep**

Prepare a neutral vendor-call script focused on factual clarification. Include questions about missing exhibits, implementation timelines, support process, data handling, fees, renewal timing, and operational dependencies.

### **20. Post-Call Notes Organizer**

Turn these notes from counsel or vendor call into a structured action log. Columns: item, owner, due date, source, counsel input needed, vendor input needed, internal decision needed. Do not create legal conclusions.

## **Sensitive-Use Prompts**

### **21. Regulated-Context Escalation Check**

Review the agreement summary and business context. Identify whether the contract appears to touch regulated areas such as employment, healthcare, consumer finance, children, sensitive personal data, international transfer, government work, or regulated goods. Output only escalation topics for counsel.

### **22. Permission-Minimizing Connector Plan**

I may use Claude with connected tools. Create a minimum-permission plan: which documents to upload, which folders to avoid, which connectors are unnecessary, and which sensitive data should be redacted before drafting the handoff packet.

### **23. Confidentiality Prep**

Extract references to confidentiality, public announcements, customer names, case studies, data handling, and allowed disclosure. Convert each into a question for counsel and a factual item to verify internally.

## 24. Renewal and Exit Prep

Extract renewal, termination, suspension, offboarding, data export, notice, and transition references. Create a checklist of facts to verify and questions for counsel about exit planning.

### Worked Sample

Input concern: “Vendor wants two years. We need holiday support. Data goes through them. Fees confusing.”

Output questions for counsel:

- What should we understand about the two-year term and renewal notice window before making a contract decision?
- What business facts should we document about holiday launch dependency and service-level expectations?
- What should we ask about customer-data handling, subprocessors, and connected systems?
- What should finance verify about monthly minimums, variable storage fees, and return-shipping costs?
- Which missing exhibits or vendor policies should we gather before the counsel call?