CONTRACT DRIFT: WHEN YOUR CONTRACT SAYS ONE THING AND YOUR BUSINESS DOES ANOTHER

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Most businesses do not change overnight. They evolve one decision at a time.

You add a service because a client asks for it. You begin accepting monthly payments instead of requiring payment upfront. You hire a contractor to help with delivery. You start using AI to make your process more efficient. You give one client an extra round of revisions—and soon that exception becomes your standard practice.

None of these decisions may seem significant enough to require a contract review. Together, however, they create a growing gap between what your agreement says and how your business actually operates.

I call this **contract drift.**

How Contact Drift Happens

Contract drift is rarely caused by one major oversight. It happens because businesses adapt faster than their documents do.

Perhaps your contract permits two rounds of revisions, but your team routinely provides four. Your agreement may require payment within 15 days, while your invoices now provide 30 days.

It may say that you personally perform the services, although contractors now complete part of the work.

These inconsistencies matter because a contract does not exist in isolation. Emails, proposals, invoices, statements of work and the parties' conduct may affect how their obligations are understood. If those materials conflict, it becomes harder to determine which expectations control.

Repeatedly ignoring a contractual requirement can also weaken your practical ability to rely on it later. A client who has always received four rounds of revisions may reasonably resist when you suddenly try to enforce a two-round limit. A client who has consistently paid in 30 days without objection may be surprised when you invoke a 15-day deadline.

Even if the written provision remains enforceable, inconsistency creates uncertainty—and uncertainty creates disputes.

The Risk is Bigger Than a Single Outdated Provision

Contract drift can affect several parts of the business at once.

For example, hiring contractors does not only raise a staffing issue. Your client agreement must permit you to use them. Your contractor agreement should require appropriate confidentiality protections. It should also clearly establish who owns the work the contractor creates so that you can transfer or license that work to your client as promised.

The same is true when you begin using AI. You must consider whether confidential or personal information is being entered into an outside platform, whether the platform may retain or use that information and whether AI-generated material can be delivered to a client without additional review. Your contract should not promise complete confidentiality, exclusive human creation or unrestricted ownership if your actual process cannot support those promises.

One operational change can therefore expose gaps across several agreements.

Your Contract Should Support Your Operations

A strong contract does more than provide evidence after something goes wrong. It should establish a workable system for the relationship.

It should define the services and deliverables, explain what falls outside the scope and provide a process for approving additional work. Payment provisions should match your invoices and collection practices.

Termination language should address what happens to unpaid fees, unfinished work, client materials and access to shared systems. Confidentiality and intellectual-property provisions should reflect the information and materials that actually move through the business.

Your internal agreements matter too. If your client contract makes commitments that are not reflected in your employee, contractor or vendor agreements, you may be accepting obligations that you cannot reliably fulfill.

Look for Repeated Friction

One of the best ways to identify contract drift is to notice what you repeatedly have to explain, negotiate or fix.

If clients continually question the same fee, misunderstand the same deliverable or request the same exception, that is useful information. If payments are routinely late, projects regularly expand beyond the original scope or ownership questions keep arising, your contract may not be addressing the way the relationship actually functions.

A contract checkup does not necessarily require starting over. Sometimes targeted revisions can bring the agreement back into alignment with the business.

Your business should evolve. But as it does, your contracts must evolve with it. Otherwise, the document you are relying on may protect a business that no longer exists—while leaving the business you have now exposed.

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