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Love Contracts: How Does Cupid Navigate Office Romance?

Workplace romances can emerge between colleagues in the same department, between managers and subordinates, between employees with no commonality other than their lunch hour, and between an employee and an important third party (a customer contact, a vendor, etc.). Ideally, employers should proactively establish policies, like fraternization, nepotism, and conflict of interest policies, that anticipate such situations arising so that the employer's plan for response is based on its principles and not the specific people involved at the time. However, sometimes a relationship blooms before such policies are in place, outside of the parameters of existing policies, or under circumstances where the employer's policy gives it a lot of discretion to determine the right course. In such cases, a so-called "love contract" can be an additional protective measure an employer can take.

A love contract is not, as the name might suggest, an agreement that two people will live together "happily ever after." It's instead a rather cold and unromantic reflection of an understanding between two consenting adults that their relationship is voluntary and not based on any promise of *quid pro quo*. Typically, these agreements stipulate that both individuals have acknowledged and understand the employer's policies and reporting procedures regarding sexual harassment and may require reporting the advancement or breakup of the relationship so the employer can be prepared to curb any drama or be aware when a budding romantic relationship crosses the line to a relationship addressed in a nepotism policy.

Some employers may question if these contracts are necessary, especially if they already have adequate harassment policies in place. While a love contract itself obviously cannot guarantee complete protection, it serves as evidence of the employer's above-and-beyond efforts to ensure a workplace free of distracting flirtation for others and *quid pro quo* pressures for those actually in the relationship.

If you're considering allowing office romance in your workplace, it's important to clearly outline your company's expectations and policies, clearly communicate the same, and consult with legal counsel prior to drafting any formal policies or agreements. Love contracts in particular must always be crafted with an eye towards the most significant legal threat(s) the relationship or its breakup may pose as well as the jurisdiction. Lehr Middlebrooks Vreeland & Thompson, P.C. can help you with this. Reach out to McKenzie Meade at mmeade@lehrmiddlebrooks.com or at (205) 323-9279 for any questions or inquiries.