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Tactic # 21 - Putting the Most
Difficult Issue Last

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Tactic # 21 - Putting the Most Difficult Issue Last

Summary: Leaving the most difficult issue for the very end of the negotiation.

With this tactic, [Isolating Agreement](#) is taken to the extreme and the single most difficult issue is left for last. One example of an issue that is often the last to be negotiated is indemnification. When major corporations with deep pockets (e.g., utilities) negotiate contracts, they want to be indemnified, to avoid liability and prevent a lawsuit if any of their contractors' products or services fail.

Example

A utility wishes to purchase a transformer from a manufacturer. Everything is negotiated, including the price and delivery dates. The last thing to be negotiated is the indemnification clause, and that is where the negotiation falls apart. The manufacturer insists that its legal department will not approve the indemnification clause as it is written, and the utility says it cannot purchase the equipment without the indemnification.

Counter

The most effective way to avoid this situation is to put the most difficult deal point first. We have worked with large corporations that have used this tactic: they have called manufacturers who have been resistant to indemnify in the past and said, "We are in the process of putting together a list of vendors to whom to send a 'request for proposal.' There is a problem. On this particular product, we need you to agree to full indemnification. If you would like to submit a proposal, send us a letter informing us that you agree to indemnify the utility and hold us harmless. If this is a problem, we understand your position, but we will not send you a request for proposal." In this example, the corporation put the most difficult deal point first.

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This tactic is one of 101 strategies and tactics featured in [The Only Negotiating Guide You'll Ever Need](#), by Peter Stark and Jane Flaherty.



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