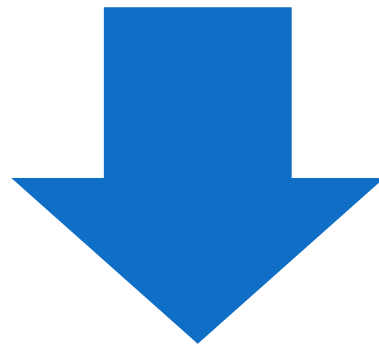


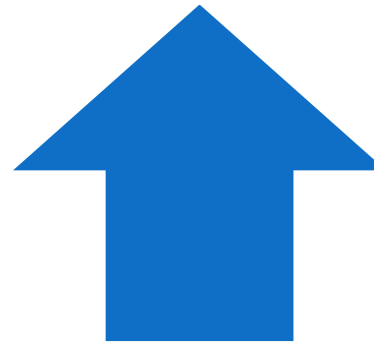
Draft a Contract to



achieve
parties'
objectives



protect
parties'
interests



3Ps

predicate events



Prepare for contingencies



provide built in remedies

To think about...

Parties

Law

Actions/responsibilities

Compensation/Money

Legal Protections

Termination/breach

Business

Duration

Five Presumptions in Drafting Contracts:

1. reduce boiler plate contract writing;
2. cut down on legalese;
3. lessen common inefficiencies;
4. reduce redundant synonyms;
5. use efficient typography.

steps in contract drafting

1. research

- a. find factual areas contract covers;
- b. resolve substantive law(s) of contract;
- c. determine which law governs contract;
- d. discuss client's objectives, desires, and needs

2. Know areas related

to:

- a. legal and enforceable contract
- b. parties' capacities
- c. number of promissors (joint, several or joint and several)
- d. legal obligations
- e. time of performance (is delay excusable)
- f. contract duration
- g. special questions for each type of contract

3. blueprint of action

- a. who will do what to whom
- b. write a paragraph (to be adapted to introduction or recital)

4. Create an outline and fill it in

- a. General Exceptions
- b. Sanctions or Penalties
- c. Temporary Provisions
- d. Misc.

5. Compose definitions

- a. field specific definitions;
- b. start with legal dictionary;
- c. is agreement usage different;
- d. rewrite for an exact meaning for composing law and usage;
- e. keep definitions short.

6. Write

- a. use familiar words
- b. short sentences
- c. active voice not passive voice
- d. express the same idea in the same ways
- e. be concise (remember rules of contractual interpretation)
- f. Remember different type of language
 - * Language of agreement only in lead-in
 - * language of declaration in recitals
 - * body of contract uses language of performance and language of obligation

6. Editing

- a. shorten sentences when able;
- b. full sentences in recital;
- c. look for unnecessary legalese;
- d. Too many “shalls”
- e. check commas; numbers; calculations; etc.
- f. Peer editing: 2 lawyers (one from field and one who is not an expert in field)

Sections of a Contract

coversheet

table of contents

title

introductory clause (identification)

preamble

recitals

lead-in

body: what the parties agree to (expanded for nature of agreement)

concluding clause

signature blocks

appendixes