

## The Importance of Good Writing in Contracts

If you look at legalese and think you see the work of a good lawyer, you're wrong.

Good legal writing should be clear and easy to understand. If a contract is well written, you should be able to read it and understand your rights and obligations. A well-written contract creates efficiency and good relations with those with whom you do business. It also makes disputes easy to avoid, and—when they do occur—easy to resolve.

Legalese is confusing. It is not necessary to guard against potential disputes. Lawyers and judges understand plain English, usually even better than they understand legalese. And some legalese is so ridiculous it crosses a line and becomes gibberish. Lawyers who draft contracts laden with legalese do a disservice to their clients.

We take pride in our ability to draft clear and concise contracts for our clients. Below is a provision from a settlement agreement drafted by another lawyer and the same provision as we redrafted it (the parties' names have been changed). Which one would you be more comfortable signing or asking someone else to sign?

### *Other Lawyer's Provision*

In consideration of the provisions set forth in this document, aside from the executory provisions of this Agreement, which will survive and remain enforceable, Smith & Associates, for itself, its legal successors and assigns, which it has or may have, does hereby absolutely, fully and forever release, relieve, waive, relinquish and discharge Jones and KML Painting, their predecessors in interest, legal successors and assigns, members, stockholders, officers, directors, agents, employees, representatives, attorneys, parents, subsidiaries, affiliates, and each of them from any and all manner of action or actions, cause or causes of action, suits, debts, liabilities, demands, obligations, costs, expenses, controversies, damages, accounts, reckonings and liens of every kind or nature whatsoever, whether known or unknown, suspected or unsuspected which Smith & Associates may have, own or hold, or which it has or at any time heretofore had, owned, or held, by reason of, arising out of or in connection with any matter, cause or thing whatsoever occurred, done, omitted or suffered to be done prior to the date this Agreement becomes effective, arising out of or in connection with any matter, cause or thing involved with or relating to this cause of action, so that Smith & Associates shall have no claim of any kind or nature whatsoever, either directly or indirectly on any contract (express, implied in fact and implied in law) or any tort, or for any other kind of liability or supposed liability, or lien, or thing, act, matter or cause existing, done or omitted to be done, at any time whatsoever, to and including the date of this Agreement.

### *Our Provision*

Smith & Associates releases Jones, KML Painting, and KML Painting's officers, directors, agents, and employees from all liability for any claim, known or unknown, that arises from any act or omission that occurred before the execution of this agreement.