



LRC Research Training

Contract Drafting Spring 2026

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Today's class will cover:



- How to find high-quality contract templates and other drafting guidance in legal databases
 - Bloomberg Law
 - Lexis Practical Guidance
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- How to incorporate generative AI tools for drafting
 - Bloomberg Law Draft Analyzer and Clause Adviser
 - Lexis Protégé – Drafting task
 - Westlaw CoCounsel Legal – updated tools will be available on student accounts January 28
 - Harvey (coming soon for USD Law students)

Hypothetical



Your client, BrightPath Learning, LLC, is an online education company in California. BrightPath wants to hire a subject-matter expert to create and teach an online course. You are asked to draft the terms of this agreement.

In conversation with the client you have learned:

- The client is particularly concerned about **employee-status claims**.
- The client wants to **retain intellectual property rights** to the course material.

Where to begin?

Finding templates and guidance



Law firm precedent document collections

Forms/sample contracts and guidance

- Bloomberg Law (forms & analysis)
- Lexis Practical Guidance (forms & analysis)
- Thomson Reuters (Westlaw)—
Practical Law (forms & analysis)
- CEB OnLaw Pro (CA-specific; forms & analysis)
- Other fee-based legal websites
(often include forms only)

Quality free sources

- Print books at the LRC (and other law libraries)

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- Author/creator
- Age of materials
- Contract style/clauses
- Content
- Jurisdiction
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- Guidance/analysis

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1. **Independent Contractor Agreement** [Clean Version](#)
Sample Agreement, Employment
Independent Contractor Agreement **Independent Contractor Agreement** **Editor's Note:** This agreement can be used when a corporate client seeks advice about retaining **independent contractors** and avoiding employee-status claims.
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2. **Worker Classification** [Clean Version](#)
Sample Agreement, Employment
For purposes of determining whether a worker is an employee or truly an **independent contractor** under the Fair Labor Standards Act (FLSA), courts apply a multifactor test focused on the economic realities of the work arrangement. Workers who are economically dependent on the employer, regardless of skill level, are employees covered under the FLSA. **Independent contractors**, in contrast, are workers who are economically **independent** and who operate a business of their own.
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3. **Independent Contractor Agreement** [Clean Version](#)
Sample Agreement, Employment



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Employment, Sample Agreement - Independent Contractor Agreement

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Independent Contractor Agreement

Editor's Note: This agreement can be used when a corporate client seeks advice about retaining **independent contractors** and avoiding employee-status claims. Plaintiff's counsel also can use this model to compare with an agreement that a client might have been asked to sign. Additional or different terms can be added depending upon the client's goals and protected interests. Always check state law to determine if additional or different terms are required. See also **Checklist: Independent Contractor or Employee?**

Contributed by *Kevin P. Hishta*, a shareholder in *Ogletree, Deakins, Nash, Smoak & Stewart, P.C.'s Atlanta office*.

ARTICLE I: PARTIES AND TERM OF AGREEMENT

1.01. This **Independent Contractor Agreement** ("Agreement") is entered into by and between [insert company name and address] ("Company") and [insert **contractor** name and address] ("**Contractor**"), an **independent contractor**, this _ day of ___, 20_, in consideration of mutual promises made herein as follows:

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2.01. The services that Contractor agrees to perform are as follows: *[describe contractor services in as much detail as possible and in quantifiable measure]*

2.02. Contractor will determine the method, details, and means of performing the above described services.

2.03. Contractor enters into this Agreement, and shall remain without interruption throughout the term of this Agreement, an independent Contractor. Contractor agrees that Contractor is not and will not become an employee, partner, agent, or principal of Company while this Agreement is in effect and the parties hereby signify their express intention to this effect. Contractor shall not be controlled by Company as to the specific details or manner of the services, it being understood that Company's intent is the results achieved by Contractor. Contractor is not entitled to the rights and privileges of employment that are extended to Contractor's employees, including sick leave, annual leave, holiday leave, disability or unemployment insurance, medical insurance, workers' compensation, severance, or any other employment benefit. In the event Contractor becomes eligible to participate in any Company benefit program or plan, Contractor hereby waives any right to participate in any such program or plan. Such waiver is not dependent on Contractor status as an independent contractor.

2.04. Contractor retains the right to provide services to others.

ARTICLE III. FEE FOR SERVICES

3.01. In consideration for the services to be performed by Contractor, Company agrees to pay Contractor the sum of ____dollars (\$____) upon completion of the work to be performed. Contractor bears any and all liability for employment taxes on any fees received under this Agreement.



Practice Pointer: Avoid payment by the hour, day, or week. Pay by the project or task.

ARTICLE IV. CONTRACTOR EXPENSES

4.01. The Contractor shall bear all expenses incurred by the need for and hiring of assistants, employees, or subcontractors that Contractor deems necessary to perform services that Contractor has agreed to perform under this Agreement. Company will not control, direct, or otherwise supervise Contractor's assistants, employees, or subcontractors in the performance of such services.

4.02. Contractor is responsible for providing, at Contractor expense, disability insurance, unemployment insurance, medical insurance, workers' compensation, and/or workers' compensation insurance for Contractor's employees and agents.

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Results for: independent contractor agreement Natural Language



Services Agreement (Pro-service Provider) (CA) . For more resources on independent contractors, see...

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Independent Contractor Agreement Drafting Checklist

Checklist | Non-jurisdictional

... 2020 PG LEXIS 12056 Independent Contractor Agreement Drafting Checklist This is a checklist for drafting an independent contractor agreement For further guidance on independent contractor agreements ... further guidance on independent contractor agreements, see Independent Contractor Agreements: Major Negotiation, Drafting, and Legal Issues . For information on independent contractor and employee... Independent Contractor Agreement Deconstruction Video .(This is not a Littler video.) For information on state laws concerning independent contractors, see Independent Contractors State Practice Notes Chart... For an annotated independent contractor agreement, see Independent Contractor Agreement (Pro-service Recipient) . For state-specific annotated independent contractor agreements, see the Independent... Contractors and Interns column of Wage and Hour State Expert Forms Chart . Independent Contractor Agreement Guidance Take the following steps to draft an effective independent contractor agreements . Draft a...

5

Independent Contractor Agreement (Pro-service Recipient) (CA)

Lexis Practice Advisor Forms | California

... 2016 PG LEXIS 9426 Independent Contractor Agreement (Pro-service Recipient) (CA) This template is an independent contractor agreement between an independent contractor and the party for whom the... Independent Contractors (CA). For state-specific independent contractor agreement templates, see the Independent Contractors and Interns column of Wage and Hour State Expert Forms Chart. For additional guidance... on drafting an independent contractor agreement, see Independent Contractor Agreements: Major Negotiation, Drafting, and Legal Issues, Supply of Services, and General Terms and Conditions for Services... analyze the issue of independent contractor status under the various federal and California state law tests to





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Independent Contractor Agreement (Pro-service Recipient) (CA)

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This **agreement** for performance of services ("**Agreement**") is made on [date] (the "Effective Date"), between [person or firm engaging **independent contractor**'s services] ("Client"), with a principal place of business at [address], and [**independent contractor**] ("**Contractor**"), an **independent contractor**, with a principal place of business at [address].



contractor status. For further guidance, see [Independent Contractor Tests and Risks of Worker Misclassification](#) and [Independent Contractors State Practice Notes Chart](#).

Contractor shall devote such working time and attention to the performance of the Services as required to satisfy all duties and responsibilities of **Contractor** in finishing the assignment.

Contractor agrees to devote a minimum of [number] hours per [day/week/month] to performing the Services.

– Drafting Note

Drafting Note to Section 1.2, Second Paragraph

Although **Contractor** is solely in charge of methods and performance of services, the Client can still demand due attention, successful completion, compliance with applicable laws, and compliance with Client's policies while on site or interacting with others on behalf of Client. Clients should be careful to limit site access and interaction with Client constituents to an "as necessary" basis. The IRS and DOL look at location of work as a factor in determining whether there is an employee/employer relationship or **independent contractor** relationship. A **Contractor** should work onsite only if necessary. Although the Client should not require the **Contractor** to work on a particular schedule where it can be avoided, the **Agreement** should require the **Contractor** to dedicate a minimum amount of time to performing the covered services. For further guidance, see [Independent Contractor Tests and Risks of Worker Misclassification](#) and [Independent Contractors State Practice Notes Chart](#).

Clients should make sure that demanding compliance with company policies and regulations does not create an employment relationship in their state. Most states accept that in these limited situations, there is an interest in supporting work policies designed to protect ethics, office conduct, health and safety and other work-related concerns. Clients need to understand to what extent their state laws allow them to enforce policies on a **Contractor**.

Contractor shall perform [his/her/its] obligations hereunder in compliance with the terms of this **Agreement** and any and all applicable laws and regulations. If necessity requires **Contractor** to perform any Services on Client's property or requires **Contractor** to interact with any of Client's employees, customers, vendors, affiliates or members of the general public, **Contractor** shall comply with all of Client's policies and regulations.

ARTICLE II. Term of Contract

2.1. This **Agreement** will become effective on the Effective Date and will continue in effect until the Services provided for in this **Agreement** have been performed to Client's reasonable satisfaction.

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1. Independent Contractor/Consultant Agreement (Pro-Client)

Standard documents - Maintained - National/Federal

An Independent contractor agreement between an Individual Independent contractor (a self-employed Individual) and a client company for consulting or other services. This Standard Document is drafted in favor of the client company and is based on federal law. State and local law may impose different or additional requirements on Independent...

...For a more detailed discussion of Intellectual property clauses in independent contractor agreements, see Standard Clauses, IP Rights Clauses for Independent Contractor/Consultant Agreements and Practice Note, Intellectual Property: Employees and Independent Contractors: IP Rights Provisions for Employee and Independent Contractor Agreements....

...State and local law may impose different or additional requirements, including language that must be included in independent contractor agreements. Companies engaging independent contractors should consider applicable state and local law with this Standard Document. For more information on state law requirements for independent contractors, see Independent Contractors: State Q&A Tool and Independent Contractor...

2. Independent Contractor/Consultant Agreement (Pro-Client) (CA)

Automated document



Standard documents - Maintained - California

A California-compliant Independent contractor agreement between an Individual Independent contractor (a self-employed individual) and a client company for consulting or other services. This Standard Document is drafted in favor of the client company. This Standard Document has integrated notes with important explanations and drafting tips.



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Independent Contractor/Consultant Agreement (Pro-Client) (CA)

by Practical Law Labor & Employment

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A California-compliant **independent contractor agreement** between an individual **independent contractor** (a self-employed individual) and a client company for consulting or other services. This Standard Document is drafted in favor of the client company. This Standard Document has integrated notes with important explanations and drafting tips.

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 Note: Read This Before Using Document



[**INDEPENDENT CONTRACTOR NAME**]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[DATE]

Dear [**INDEPENDENT CONTRACTOR NAME**],

This letter **agreement** (this "**Agreement**") sets forth the terms and conditions whereby you agree to provide certain services (as described in Schedule 1) to [CLIENT COMPANY NAME], with offices located at [ADDRESS], a [STATE OF ORGANIZATION] [ENTITY TYPE] (the "Company").

1. Services.

1.1 The Company engages you, and you accept such engagement, as an **independent contractor** to provide certain services to the Company on the terms and conditions set forth in this **Agreement**.

1.2 You shall provide to the Company the services listed on Schedule 1 (the "Services").

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Independent Contractor/Consultant Agreement (Pro-Client) (CA)
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This **independent contractor** or consultant **agreement** is a short-form letter **agreement** between an individual **independent contractor** and a client (assumed to be a corporate entity in this document) for consulting or other services. It is drafted in an informal letter format and may be appropriate for a short-term engagement or specific project. This Standard Document assumes that the **independent contractor** is genuinely self-employed and is not an employee of the client company (see [Drafting Note, Independent Contractor Status](#)).

On September 4, 2020, Governor Newsom signed A.B. 2257 into law effective immediately. A.B. 2257 repeals A.B. 5's Section 2750.3 of the California Labor Code and both adds several new ABC test exceptions and revises certain preexisting exceptions, including those for business-to-business contracts, referral agencies, and freelance writers and editors (Cal. Lab. Code §§ 2775 to 2787). Effective January 1, 2022, A.B. 1506 and A.B. 1561, which were signed into law on September 27, 2021 and September 30, 2021 respectively, modify and add certain ABC test exceptions. For more information, see:

- [Practice Note, Legal Tests for Independent Contractor Classification Under California Law](#).
- [Drafting Note, Use Employment Counsel to Customize Independent Contractor Agreement](#).
- [Drafting Note, California Tests for Independent Contractor Classification](#).

For information on reporting and other payment obligations, see [Practice Note, Managing Independent Contractors Under California Law](#).

This Standard Document also assumes that the **independent contractor** is not a labor **contractor** providing workers to the client employer to perform labor that is within the usual course of the client employer's business, which would subject the labor **contractor** and client employer to the requirements of Section 2810.3 of the California Labor Code (for more information, see [Legal Update, California Law to Make Companies Liable for Employment Violations of Independent Labor Contractors](#)).

This Standard Document is intended for the engagement of an individual **independent contractor**. The individual may have organized their business as a sole proprietorship or **limited liability company** (LLC), for example, and may have hired or engaged employees or **contractors** to assist in providing services, but they are treated as an individual for purposes of this **agreement**. For a professional services **agreement** between two business entities, see [Standard Document, Professional Services Agreement](#). For a short-form services **agreement** between entities, see [Standard Document, Services Agreement \(Pro-Customer\)](#).

For jurisdiction-neutral information on the classification of **independent contractors**, see

- [Practice Note, Independent Contractor Classification](#).
- [Evaluating and Engaging Independent Contractors Checklist](#).
- [Standard Document, Questionnaire to Determine Independent Contractor Status Under the FLSA](#).

For information on the impact of **COVID-19** on **independent contractors**, see [Standard Document, Independent Contractor/Consultant Agreement \(Pro-Client\): Drafting Note: Impact of COVID-19 on Independent Contractor Arrangements](#).

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§4.40 I. Form: Preamble, General Conditions

PRACTICE GUIDES in [Drafting Employment Documents for California Employers](#)

INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

This Independent Contractor Agreement (hereinafter "Agreement") is made as of __[date]__, between __[contractor's name]__, an independent contractor ("Contractor"), and __[principal's name]__ ("Company").

§17.38 I. Form: Social Media Influencer Independent Contractor Agreement

PRACTICE GUIDES in [Internet Law and Practice in California](#)

Comment: If the Social Media Influencer Independent Contractor Agreement is directly with an individual talent, as opposed to a media agency, then this release is not necessary.

This Statement of Work ("SOW") is entered into as of the date of the last signature below (the "SOW Effective Date") by and between __[name of company]__ ("Company") and __[name of consultant]__ ("Consultant"), and is subject to the terms of the Social Media Influencer Independent Contractor Agreement entered into by the parties on __[date]__, 2020 ("Agreement").

STEP 31. Draft Agreement Between Principal and Independent Contractor

ACTION GUIDES in [Working With Independent Contractors, Leased Workers, and Outsourcing](#)

AGREEMENT BETWEEN PRINCIPAL AND INDEPENDENT CONTRACTOR

Draft an agreement that increases the defensibility of an independent contractor relationship:

§4.30 f. Form: Trade Secrets and Confidential Information: Confidentiality Obligation

PRACTICE GUIDES in [Drafting Employment Documents for California Employers](#)

To protect trade secrets and confidential information, it is essential to include a comprehensive confidentiality provision, such as the one above, in the independent contractor agreement.

d. After termination of this Agreement, Sales Agent shall not directly or indirectly, or by action in concert with others, use unlawful or unethical means to induce or influence, or seek to induce or influence, any person who is engaged by Company as an employee, agent

Secondary Sources

Employment Law

- ▶ Advising California Employers and Employees
- ▶ California Wage and Hour: Law and Litigation
- ▼ Drafting Employment Documents for California Employers

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About the Update Authors

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- ▶ 1 Hiring Forms and Checklists
- ▶ 2 Immigration Issues in Hiring
- ▶ 3 Employment Contracts

▼ 4 Independent Contractors

§4.1 I. INTRODUCTION TO INDEPENDENT CONTRACTORS

- ▶ II. TESTS FOR INDEPENDENT CONTRACTOR STATUS
- ▶ III. DETERMINING WORKER'S STATUS
- ▼ IV. ENGAGING INDEPENDENT CONTRACTOR
 - ▶ A. Sample Commissioned Sales Agent Agreement
 - ▶ B. Sample Independent Contractor Consulting Agreement

§4.33 1. Form: Preamble, General Conditions

§4.34 2. Form: Contractor's Scope of Work

4 Independent Contractors

§4.1 I. INTRODUCTION TO INDEPENDENT CONTRACTORS

In California, a person who performs services for compensation for another (the principal) can be either an employee or an independent contractor. The principal-independent contractor relationship differs in both nature and consequences from an employer-employee relationship. An employer has certain control rights and a multitude of obligations regarding an employee that are not part of a principal-independent contractor relationship. Further, although employees are entitled to a variety of benefits and protections afforded by various laws, such as unemployment benefits, workers' compensation, and unpaid leave, independent contractors are not entitled to any such benefits based on the performance of services for the principal.

Whether a person is an employee or independent contractor is determined under three primary tests: the common law control test (see §§4.2–4.3), the ABC test (see §4.3A), and the economic realities test (see §§4.4–4.5). The common law control test (also referred to as the usual common law rules) is used for federal tax purposes as well as for statutes that do not expressly apply a different standard. The ABC test is used for wage and hour, workers' compensation, and state unemployment tax purposes in California. The economic realities test is used for most federal employment laws that are intended to protect workers' rights, such as the Fair Labor Standards Act of 1938 (FLSA) (29 USC §§201–219) and the Family and Medical Leave Act of 1993 (FMLA) (29 USC §§2601–2654), or laws intended to prevent discrimination, such as Title VII of the Civil Rights Act of 1964 (42 USC §§2000e—2000e–17). As a practical matter, however, all tests look at the same general facts and circumstances to determine the scope of the relationship and the nature of the worker's services. See



California wage and hour: Law and Litigation

▼ Drafting Employment Documents for California Employers

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§4.33 1. Form: Preamble, General Conditions

§4.34 2. Form: Contractor's Scope of Work

§4.35 3. Form: Compensation

§4.36 4. Form: Termination, Dispute Resolution

§4.37 5. Form: Miscellaneous Provisions, Signatures

▶ C. Sample Confidentiality and Intellectual

4 Independent Contractors

Drafting Employment Documents for California Employers

§4.33 1. Form: Preamble, General Conditions

[Click to Download Form](#)

For your convenience, the form text in §4.33 through §4.37 is contained in a single file. Downloading any one of the included sections will download all these sections.

INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

This Independent Contractor Agreement (hereinafter "Agreement") is made as of __ [date] __, between __ [contractor's name] __, an independent contractor ("Contractor"), and __ [principal's name] __ ("Company").

Company and Contractor mutually agree to the following terms and conditions:

I. GENERAL CONDITIONS

A. *Term of Agreement.* Unless sooner terminated in accordance with this Agreement, the term of this Agreement shall be from __ [date] __, to __ [date] __. This term may be renewed for not more than 2 additional periods of __ [state length of renewal periods, e.g., 3 months] __ by agreement of the parties in accordance with Section VI.B. below. This Agreement is terminable on 30 days' written notice by either Contractor or Company.

B. *Governing Law.* This Agreement shall be construed under the laws of the State of California.



Hypothetical

Your client, BrightPath Learning, LLC, is an online education company in California. BrightPath wants to hire a subject-matter expert to create and teach an online course. You are asked to draft the terms of this agreement.

In conversation with the client you have learned:

- The client is particularly concerned about **employee-status claims**
- The client wants to **retain intellectual property rights** to the course material

Where to begin?

Which template would you choose to use as a starting point for drafting the BrightPath independent contractor agreement? Consider jurisdiction, avoiding employee-status claims, and intellectual property rights.

Transactional Precedents (Bloomberg)

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Example Search - Commercial Precedent Documents

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Asset Purchase Agreements (Intellectual Property)

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Sort by Relevance Details

Clean Version

ent can be used when a corporate

Clean Version

nt contractor under the Fair Labor
rangement.

Clean Version

49312 553564 Nondisclosure

termination of this Agreement, for
cluding working for any company or
in the Market Area, as that term is

Example: IP Asset Purchase

PRACTICAL GUIDANCE

Transactional Precedents



Asset Purchase Agreement

CLAUSE OUTLINE

Run Draft Analyzer

Exhibit 10.4

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into this 1st day of March, 2024 (the "Effective Date"), by and between JC Entertainment, LLC, a Kansas limited liability company (Seller), and Kustom 440, Inc., a Nevada corporation ("Buyer" or "Kustom"). Seller and Buyer are each a Party, and collectively, the Parties to this Agreement.

RECITALS

WHEREAS, Seller produces, plans, stages, manages, and coordinates a music entertainment event known as "Country Stampede," is party to certain contracts to host and operate the 2024 Country Stampede as shown in Schedule 8(r), and owns all intellectual property arising out of and relating to Country Stampede ("Country Stampede Intellectual Property"). The Assumed Contracts (defined below) and the Country Stampede Intellectual Property are collectively referred to as the "Purchased Assets," as further defined in Section 1.1); and

WHEREAS, Buyer produces, plans, stages, manages, and coordinates a variety of entertainment events, including music festivals, and desires to purchase from Seller, and Seller desires to sell to Buyer, the Purchased Assets on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- Sale and Purchase of the Purchased Assets.
 - Definition of Country Stampede Intellectual Property and Assignment of Same:* Subject to the terms and conditions of this Agreement, on the Closing Date (as defined in Article 8 hereof), Seller will sell, convey, assign, transfer and deliver to the Buyer, and Buyer will purchase, acquire, and accept from the Seller, free and clear of all Encumbrances, all of the Seller's right, title and interest in and to all of the Purchased Assets. As used in this Agreement, the term "Country Stampede Intellectual Property" includes, without limitation, the following:
 - all inventions (whether patentable or not patentable and whether or not reduced to practice), technology, know-how, improvements, and developments utilized by, encompassed by, relying upon, used in, or otherwise related to or associated with (directly or indirectly) with Country Stampede for any jurisdiction throughout the world;
 - the trademark(s) listed in Exhibit A, including all goodwill, applications, and registrations associated therewith and the right to sue for past infringement;
 - all trademarks and service marks (whether registered or unregistered), trade dress, logos, slogans, trade names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in

GENERAL INFO

EDGAR Filing

Drafting Guidance

Asset Purchase Agreements

Industry

Radio & TV Broadcasting & Communications Equipment [3663]

Document Date

N/A

Governing Law

Kansas

Document Type

Asset Purchase Agreements

Document Subtype

Asset Purchase Agreements (Intellectual Property)

Transaction Types

Copyright Deals
Equipment Leasing
Know-How
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Software & Technology Transactions
Trade Secrets
Trademark Deals

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Sort by Relevance v Details Select All | v 1. [Market Standard Clauses for Asset Purchase Closing Conditions](#) 

Sample Clause, M&A

[Market Standard Clauses](#) for Asset Purchase Closing Conditions [Market Standard Clauses](#) for Asset Purchase Closing Conditions **Editor's Note:** The table below contains links to Asset Purchase Agreement [Market Standard Clauses](#), powered by Bloomberg Law's Draft Analyzer tool. It then clusters the individual clauses of that type based on textual and semantic similarity.

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Sample Clause, M&A

[Market Standard Clauses](#) for Merger Miscellaneous Provisions [Market Standard Clauses](#) for Merger Miscellaneous Provisions **Editor's Note:** The table below contains links to Merger Agreement [Market Standard Clauses](#), powered by Bloomberg Law's Draft Analyzer tool. Draft Analyzer's proprietary algorithm determines the market standard by first extracting individual clauses of a given type from agreements filed as exhibits in the SEC's EDGAR database.

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Sample Clause, M&A

[Market Standard Clauses](#) for Merger Closing Conditions [Market Standard Clauses](#) for Merger Closing Conditions **Editor's Note:** The table below contains links to Merger Agreement [Market Standard Clauses](#), powered by Bloomberg Law's Draft Analyzer tool. Draft Analyzer's proprietary algorithm determines the market standard by first extracting individual clauses of a given type from agreements filed as exhibits in the SEC's EDGAR database.

Practical Gui... atl2("Market Standard Clauses")

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Practical Guidance

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M&A, Clause - Market Standard Clauses for Asset Purchase Closing Conditions



Show Commentary

Market Standard Clauses for Asset Purchase Closing Conditions

Editor's Note: The table below contains links to Asset Purchase Agreement Market Standard Clauses, powered by Bloomberg Law's Draft Analyzer tool. It then clusters the individual clauses of that type based on textual and semantic similarity. The market standard we display is generated from the most standard clause within the largest identified cluster (i.e., the clause most similar to all of the other clauses within that cluster).

Market Standard Clauses for Asset Purchase Closing Conditions	
Assignment and Assumption Agreement	No Injunctions
Closing Deliveries	No Material Adverse Effect
Closing Documents	Officer's Certificate



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Exercise:

Find a merger agreement in Bloomberg's Transactional Precedents collection involving insurance companies

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M&A Purchase Agreements

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Help Desk

Generative AI Tools for Drafting

How do Gen AI tools work?



- Gen AI tools that produce text use large language models (LLMs) to predict what each word of a response should be based on training. This makes them particularly well-suited for tasks like legal drafting.
- Gen AI tools based in existing legal research platforms offer retrieval augmented generation (RAG), links to trusted sources, and confidentiality

Gen AI Drafting Tools

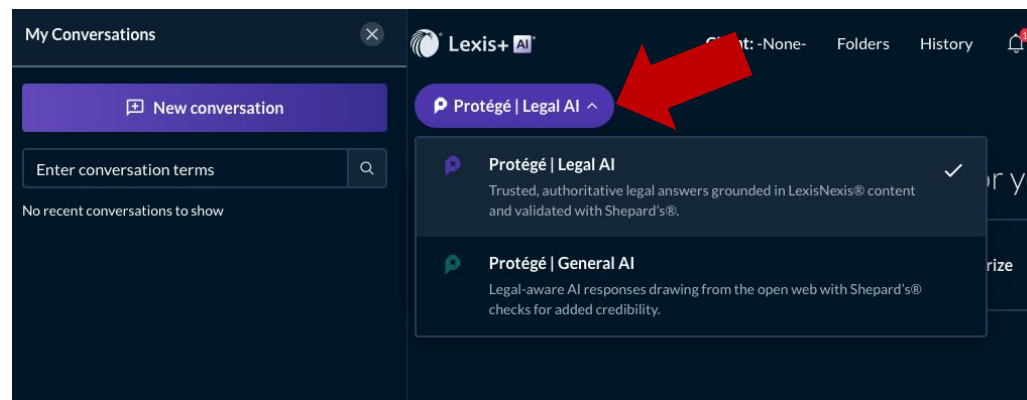


Web-based general purpose tools like ChatGPT are not recommended for client work. Why?

Instead try Lexis “General AI”

New last week on your accounts:

- Lexis Protege [“General AI”](#)
- To access in Protege, toggle between Legal and General AI



- Choose between LLMs for various tasks, or let Lexis choose “best fit”

What is Gen AI good at?



- Summarizing
- Comparing
- Helping with brainstorming
- Recognizing patterns
- Adjusting tone or emphasis
- Spotting (some, but not all) errors

What is Gen AI *not* good at?



- Understanding context and nuance
- Researching state law or updating state templates
- Replacing an attorney's judgment

You must carefully check and evaluate all AI-generated output!

Gen AI Drafting Tasks



- Compare an original to a new draft, or a term sheet to a final agreement
- Draft a new clause
- Rewrite a clause to be mutual/neutral or to favor one party
- Simplify archaic language without changing legal effect
- Check an agreement against firm playbook or precedent database
- Summarize agreements in plain language for clients; draft client correspondence

Gen AI Drafting Tools



Lexis+AI: Available now with a drafting feature

Westlaw CoCounsel Legal: Coming to student Westlaw accounts January 28

- Both Lexis and Westlaw utilize several LLMs and offer RAG using primary materials and selected copyrighted secondary sources

Bloomberg Law: Draft Analyzer and Clause Advisor

Harvey: Coming soon! (LRC will provide information and login credentials)

Other Gen AI Drafting Tools



- Custom AI tools that leverage firm document management systems (DMS), licensed content, and AI to create more tailored drafting results
- Microsoft Word plug-ins like Lexis Create, Westlaw Co-Counsel Drafting, and Spellbook AI

Lexis Protege

My Conversations ✕

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Protégé | Legal AI ▾

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Westlaw CoCounsel Legal: Demo

(Available on student accounts 1/28/26)

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Generative AI and Drafting



- At this time generating an entire document from a prompt is still not an effective use of generative AI
 - Output can look convincing, but must be checked
 - Outputs are limited in length - try drafting individual clauses instead
 - A good option is to pair gen AI with a chosen template document or clause and then use a GenAI drafting tool to rewrite or reword clauses as needed
 - GenAI drafting tools are improving rapidly
 - Always ask your professor or supervisor before using generative AI tools

LRC Guide to Generative AI Tools for USD Law Students

Lexis/Westlaw AI Drafting Exercise:

1. Draft the scope of work section of an independent contractor agreement using Westlaw CoCounsel and/or Lexis Protégé
2. Write a second prompt changing the section that you drafted in some way (Some ideas: rewrite the section to be pro-service provider, make the scope of work more specific)
3. Evaluate your results. Is this AI output useful?

Final takeaways



Recommended sources for templates: Bloomberg Drafting Tools, Bloomberg Precedent Document Collection, TR Practical Law (Westlaw), Lexis Practical Guidance, CEB OnLaw Pro

Generative AI tools are improving rapidly. Know when to use them efficiently, and when other tools are more effective.

Generative AI cannot replace the judgment of an attorney.

Books and Treatises on Contract Drafting

Books



KENNETH A. ADAMS, A MANUAL OF STYLE FOR CONTRACT DRAFTING;
LRC Reading Room [KF807 .A33 2017](#)

LENNÉ EIDSON ESPENSCHIED, CONTRACT DRAFTING: POWERFUL
PROSE IN TRANSACTIONAL PRACTICE;
LRC Reading Room [KF807 .E84 2019](#)

GEORGE W. KUNEY & DONNA C. LOOPER, LEGAL DRAFTING IN A
NUTSHELL; available electronically via [West Study Aids](#)

TINA L. STARK, DRAFTING CONTRACTS: HOW AND WHY LAWYERS DO
WHAT THEY DO; LRC Reading Room [KF807 .S73 2014](#)

Treatises and practice guides



DAVID C. BURGESS ET AL., DRAFTING BUSINESS CONTRACTS: PRINCIPLES, TECHNIQUES, & FORMS; available electronically via [CEB OnLaw Pro](#)

ROBERT A. FELDMAN & RAYMOND T. NIMMER, DRAFTING EFFECTIVE CONTRACTS: A PRACTITIONER'S GUIDE ([Westlaw](#))

VLADIMIR R. ROSSMAN & MORTON MOSKIN EDS., COMMERCIAL CONTRACTS: STRATEGIES FOR DRAFTING & NEGOTIATING ([Westlaw](#))

PETER SIVIGLIA, COMMERCIAL AGREEMENTS: A LAWYER'S GUIDE TO DRAFTING AND NEGOTIATING ([Westlaw](#))

TINA L. STARK ED., NEGOTIATING AND DRAFTING CONTRACT BOILERPLATE ([Lexis](#))

Contact us

Reference Desk hours

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