



# LRC Research Training

## Contract Drafting Summer 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
  - Thomson Reuters (Westlaw) Practical Law
  - CEB OnLaw Pro
- How to incorporate generative AI tools for drafting
  - Bloomberg Law Draft Analyzer and Clause Adviser (M&As)
  - Lexis Protégé
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# 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



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### Forms/sample contracts and guidance

- Bloomberg Law (forms & analysis)
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Practical Law (forms & analysis)
- CEB OnLaw Pro (CA-specific; forms & analysis)
- Other fee-based legal websites

### Quality free sources

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- Author/creator
- Age of materials
- Contract style/clauses
- Content
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[Reed Smith LLP, Article, U S Registered Agent For Fda Purposes Is Not An Agent Authorized To Receive Service Of Process Under Fed R Civ P 4](#)

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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.  
[Show more extracts](#)

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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Sample Agreement, Employment



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PRACTICAL GUIDANCE

Practical Guidance

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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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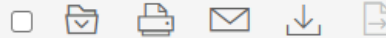
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## 1 Independent Contractor Agreement (Pro-service Provider)

Template | Non-jurisdictional

... 2024 PG LEXIS 31199 **Independent Contractor Agreement** (Pro-service Provider) This template is an **independent contractor agreement** between an **independent contractor** and the party for whom the **independent contractor** will perform specified services. This template includes practical guidance, drafting notes, and alternate and optional clauses. This template has been drafted with terms that favor the **contractor**/service provider. The terms preferential to the **contractor** include, among other things...

## 2 Independent Contractor Agreement (Pro-service Recipient)

Template | Non-jurisdictional

... 2016 PG LEXIS 31032 **Independent Contractor Agreement** (Pro-service Recipient) This template is an **independent contractor agreement** between an **independent contractor** and the party for whom the **independent contractor** will perform specified services (the client). This template contains practical guidance, drafting notes, and alternate and optional clauses. This template has been drafted with terms that favor the client receiving the services and is intended for private employers. It has not been...

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

Template | California

... 2016 PG LEXIS 31366 **Independent Contractor Agreement** (Pro-service Recipient) (CA) This



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

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Alternate & Optional Clauses

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### ▶ Summary

+ Expand all Drafting Notes

+ Expand all Clauses



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.

### About This Document

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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)

Standard documents - Maintained - California

Automated document



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.

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

by Practical Law Labor & Employment

Maintained · California

Explore related content

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.

### Practical Law Automated Document Powered by Contract Express

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Start drafting

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)

[Explore related content](#)

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

### Use Employment Counsel to Customize Independent Contractor Agreement

Especially in light of [A.B. 5](#) and [A.B. 2257](#), companies are strongly encouraged to seek the advice of California employment counsel to discuss whether they may legally engage an individual as an independent contractor because of:

- The complexities of California independent contractor law.
- The application and intersection of differing independent contractor tests applied by the federal or state agency for wage and hour, tax, [workers' compensation](#), and other purposes.

Employment counsel should customize an independent contractor agreement to suit the unique situation because the company should, for example:

- Specify the facts that support the company's position that the individual is an independent contractor either under:
  - the three-prong ABC test ([Cal. Lab. Code §§ 2775 and 2785](#); see [Drafting Note, A.B. 5 Codifies and Extends Dynamex's ABC Test](#)); or
  - one of the ABC test exceptions, where the test under *S.G. Borello & Sons, Inc. v. Dep't of Indus. Relations (Borello)* generally governs ([Cal. Lab. Code §§ 2776 to 2784](#); see [Drafting Note, California Tests for Independent Contractor Classification](#)).

For more information, see [Practice Note, Legal Tests for Independent Contractor Classification Under California Law: A.B. 2257 Significantly Amends A.B. 5 and Applicability of Borello to Certain Occupations and Relationships.](#)

- Evaluate the company's need to acquire the necessary and appropriate [intellectual property](#) rights arising from the services of their independent contractor, while balancing the risk of the individual being deemed a statutory employee under California law (see [Drafting Note, Intellectual Property Rights](#)). The assignment provision provided under Section 5.1 of this Standard Document is a conservative approach to avoid having the independent contractor deemed an employee, but allows the independent

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(research.ceb.com)

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### C

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*Hannah Schrader*



Key California Housing, CEQA and Wildfire Laws Effective Jan



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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 Authors

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- ▶ 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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#### Market Standard Clauses

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  - Asset Purchase Agreements (Real Property)
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- Bear Hug Letters
- Bills of Sale



Asset Purchase Agreements (Intellectual Property)

Clean Version

ent can be used when a corporate

Clean Version

nt contractor under the Fair Labor arrangement.

Clean Version

49312 553564 Nondisclosure

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

# Example: IP Asset Purchase



## PRACTICAL GUIDANCE

### Transactional Precedents



### Asset Purchase Agreement

Run Draft Analyzer

CLAUSE OUTLINE

Exhibit 10.4

#### ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "**Agreement**") is made and entered into this 1<sup>st</sup> 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:

1. Sale and Purchase of the Purchased Assets.

1.1 *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:

- (a) 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;
- (b) the trademark(s) listed in **Exhibit A**, including all goodwill, applications, and registrations associated therewith and the right to sue for past infringement;
- (c) 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  
Patent Deals  
Software & Technology Transactions  
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 1. [Market Standard Clauses for Asset Purchase Closing Conditions](#)


Sample Clause, M&amp;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&amp;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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 3. [Market Standard Clauses for Merger Closing Conditions](#)

Sample Clause, M&amp;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.

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



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Market Standard Clauses for Asset Purchase Closing Conditions

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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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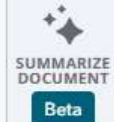
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# Bloomberg Draft Analyzer/Clause Advisor



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## Draft Analyzer

### 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 AI tools like ChatGPT and Claude are not recommended for client work. Why?

# 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
- Summarize agreements in plain language for clients; draft client correspondence
- Check or redraft an agreement based on firm playbook or precedent documents

# Gen AI Drafting Tools



## **Lexis Protege**

## **Westlaw CoCounsel**

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

## **Bloomberg Law:** Draft Analyzer and Clause Advisor

## **Harvey:** Log in at Harvey.ai with your USD credentials

- For drafting workflows, user must upload templates, playbooks, precedents, etc.

# 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 (e.g., Lexis Create, Westlaw Co-Counsel Drafting, Spellbook AI, Harvey for Word)

# Generative AI and Drafting



At this time generating an entire document from a prompt alone is still not an effective use of generative AI

# Generative AI and Drafting



## Vaults

- Collections of documents you upload and use in the AI tool
- Upload template, precedents, playbooks, then prompt tool to draft a document

## Workflows

- Repeatable multi-step AI tasks requiring input from user
- E.g., draft a contract from a template, redline a contract

# Harvey



- Available at [Harvey.ai](https://harvey.ai) with your USD credentials
- For academic use only

# LRC Gen AI Guide



## LRC Guide to Generative AI Tools for USD Law Students

# 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. Be sure to ground your drafting prompts in trusted sources.

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](#))

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