CRESTPOINT UNIVERSITY

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Drafting Contracts and Contract Provisions

PLG-403

Syllabus and Course Guide

The Crestpoint University Drafting Contracts and Contract Provisions course is a pre-recorded class. This means that all lectures will be made available at the outset of the class. The student should listen to all 15 lectures at his or her convenience.

INSTRUCTOR AND CONTACT INFO:

Grader: Stephen Haas (shaas@crestpoint.edu)

COURSE DESCRIPTION:

This course deals with the drafting of contractual agreements. The course will teach the students the "building block" components that make up a contract and how each component of the contract is drafted. The students will have a "behind the scenes" look at the conversations and negotiations that take place prior to getting to the drafting stage, and what happens during and after the drafting stage. This course will also teach the students how to draft in simple terms so that the contract is easy to read. The students will learn how to simplify complex sentences, agreements, and statutes into plain English. Some of the most basic grammar principles will also be reviewed in this course.

COURSE OBJECTIVES:

At the completion of this course, the student will be able to:

- Explain the importance of a contractual agreement and what the agreement means;
- Explain and apply the 7 contractual concepts;

- Apply and explain to clients and co-workers the risk allocation involved in entering into a contractual agreement;
- Draft contracts and contract provisions in plain English and convert terms written in "legalese" into plain English;
- Distinguish between contractual terms of art and apply them to various circumstances in which they should be used;
- Draft standard contractual clauses and provisions clearly and without ambiguities and insert them into contracts;
- Explain the organization and chronology of a contract;
- Review a contract that has already been drafted and spot areas that need to be added to, removed, corrected, etc.; and
- Avoid or overcome ethical dilemmas in contract drafting.

TEXTBOOK AND READING ASSIGNMENTS:

The textbook for this course is:

Drafting Contracts: How and Why Lawyers Do What They Do, Second Edition

Author: Tina L. Stark

Publisher: Aspen Publishers

ISBN-10: 0735594775
ISBN-13: 978-0735594777

It is expected that each student will obtain a copy of the textbook prior to the beginning of the course. The book may be obtained in any manner the student chooses to do so, including:

Direct from the Publisher:
http://www.aspenlaw.com/aspen-coursebook-series/id-1121/Drafting_Contracts_How_and_Why_Lawyers_Do_What_They_Do_Second_Edition

Amazon.com:
http://www.amazon.com/Drafting-Contracts-Lawyers-Edition-Coursebook/dp/0735594775/

Textbooks.com:
http://www.textbooks.com/Drafting-Contracts-2nd-Edition/9780735594777/Tina-L-Stark.php

Unless otherwise noted, all reading assignments refer to the above referenced textbook. Any additional materials assigned in this syllabus may be posted on the Crestpoint site for reading or

download. All statutes and regulations referenced in the text can be downloaded or viewed through Lexis.

All reading assignments should be completed prior to the corresponding lecture. Lecture slides and additional documents can be found on the "Slides and Documents" page on the Crestpoint student website.

Please note that the instructor may review and explain certain drafting exercises in your textbook for practice purposes. Therefore, it is important for students to review the drafting exercises that are provided in the textbook prior to class time to get a better understanding of how the contractual drafting works. All relevant slides for each class are available for viewing and/or download from the "Slides and Documents" page.

School Virtual Library

All Crestpoint students are encouraged to take advantage of the Crestpoint virtual library, which can be accessed from the "course materials" page on the student menu or directly through this link: https://crestpoint.edu/Students/VirtualLibrary.aspx.

The Crestpoint virtual library gives students access to Lexis Advance, which is one of the premier online legal databases in the world. It is expected that most legal research can and should be done through Lexis Advance. Online tutorials in the use of Lexis Advance are available on the lower right portion of the default login screen for Lexis Advance.

Crestpoint students also have access to Computer Assisted Legal Instruction (CALI) lessons. Unless assigned in the course syllabus, these are optional, but can be very helpful.

WRITTEN ASSIGNMENTS:

At the outset of the course, the assignments will be posted on the "Assignments and Exams" page.

Please compose your answers to assignments on your own computer, remembering to save your work frequently. Once your assignment is complete, please submit by uploading it pursuant to the directions on the "Assignments and Exams" page within the Crestpoint student site. Assignments may be submitted as PDF files, Microsoft Word documents, Open Office documents or PowerPoint presentations.

Each submitted assignment will be graded on the following scale:
4 - Excellent
3 - Good
2 – Satisfactory
1 – Poor
0 – Not acceptable (must resubmit)
(Half-points may also be awarded in assignment grading.)

Please see the "Assignment Grading Rubric" (the next page of this syllabus) for more detailed information about how assignments are graded and the key elements of assignments that instructors look for when grading assignments.

In addition to a grade, students will receive written feedback from the instructor on their assignments, where appropriate.

For more information on assignments, please see the *Crestpoint Student Handbook*.

To the extent possible, it is recommended that students complete the assignments as the course proceeds rather than waiting until after the course ends.

Assignment Grading Rubric

Factor	4 (Excellent)	3(Good)	2(Satisfactory)	1 (Poor)	0 (no credit)
Thoroughness	Answers all questions in the exercise completely and in the appropriate order.	Answers all questions in the exercise but not completely and/or not on the appropriate order	Answers most of the questions in the exercise but not completely and/or not on the appropriate order	Does not answer many of the questions in the exercise but does make some reasonable effort to do so.	Makes little or no reasonable effort to answer the questions posed in the assignment
Demonstrates Understanding of the Assignment and has come to an appropriate conclusion	Response demonstrates a thorough understanding of the exercise and the student has justified and enunciated an appropriate conclusion.	Response demonstrates an understanding of the exercise and comes to a conclusion.	Response demonstrates some understanding of the exercise. The conclusion that the students comes to may not be appropriately justified by the rest of the essay.	Response demonstrates some understanding of the exercise but shows a high level of confusion on the part of the student. The student's conclusion, if any, is not supported b the rest of the essay.	Response demonstrates a very poor understanding of the subject matter presented by the assignment.
Documentation/ Legal research (note: For assignments, sources should be those obtained through legal research; for exam essays, legal principles learned in class or the courseware is sufficient.)	Student has cited at least two excellent sources and has applied them appropriately. Appropriate sources are documented and well cited and well integrated.	Student has cited one excellent source or two or more good sources but has missed at least one excellent source. Sources are integrated well in the assignment.	Student has cited appropriate sources but has missed the best available OR student has cited good sources but has done a poor job of integrating them.	Student has cited poor or inappropriate authorities or has failed to establish the relevance of the sources that he or she has cited.	Student has not cited any legal authorities or has cited authorities that are irrelevant.
Organization	Essay is organized very well; the reader can clearly understand where the essay is going at all point and a cohesive easy-to-follow argument is made in the essay. Separate paragraphs are used for separate ideas.	Essay is well organized. The essay is coherent, though may not flow freely. Different components of the essay are broken up appropriately.	Essay shows some level of organization, but is difficult to follow. The essay is not as focused as it should be. Essay may go back and forth between points without using new paragraphs.	Essay is poorly organized and is very difficult to follow. The student did not appropriately separate thoughts and did not properly organize the essay.	Student's essay is in chaos. There is no reasonable attempt to organize the essay coherently.
Critical Thinking and Analysis	Shows excellent critical thinking and analysis. The student is able to apply the cited law to the facts of the given case in a clear and convincing manner.	Shows good critical thinking and analysis. The student's points are well argued and well supported.	Shows adequate critical thinking and analysis. The student's points are supported by logic, but are not exceptionally convincing.	Shows minimal critical thinking and analysis. The student's arguments are weak and unconvincing.	Shows no effort critical thinking or analysis. The student's points make no sense.

Credit may also be taken off for poor spelling or grammar.

QUIZZES:

A multiple choice quiz will be posted as indicated on the syllabus of the course. The quiz will cover the material studied that week.

The quizzes will be graded on a scale of 0-10. Each quiz will be timed. A student may begin the quiz any time after it is posted to the Crestpoint website. Once begun, each quiz must be completed within an hour (60 minutes).

To the extent possible, it is highly recommended and encouraged that students stay as current as possible with the quizzes and submit them in a manner that allows you to practice as you learn the material. While there is no penalty for doing your quizzes later but before the course deadline, it is not recommended.

CRESTPOINT ACADEMIC ADVISOR

Each Crestpoint student is assigned an academic advisor upon enrollment. Your academic advisor is a resource that can and should be drawn on if you need academic assistance. This includes advice on studying, help with assignments, general academic questions, etc. You should have received an email from your academic advisor upon enrollment. If you have not received such an email or do not know who your academic advisor is, please contact Anne Lewis at anne@crestpoint.edu.

CRESTPOINT PLAGIARISM POLICY

All work done by Crestpoint students on assignments, examinations and research projects is expected to be their own work. Any work from other sources, including Artificial Intelligence, must be cited. In addition, Crestpoint students may not share their completed work, answer keys, or sample answers which they have obtained by any method with any other student or publicly available websites or databases.

For more information regarding the Crestpoint Plagiarism Policy, penalties and due process rights where plagiarism is alleged, please see the Crestpoint Plagiarism Policy at:

https://www.crestpoint.edu/pdf/PlagiarismPolicy.pdf

WEEKLY INTERACTION REQUIREMENT

To ensure that all students are involved and participating in the course as the course moves forward, each student enrolled in this course must, at least once during each week, either:

1) Attend a live lecture
OR
2) Submit at least one assignment or discussion
OR
3) Take at least one quiz

Any student who does not fulfill this requirement during a given week may receive a reduction in his or her over-all grade of 2 percentage points (10 raw points).

Please also note that a student who does not fulfill an interaction during the first two weeks of a course will be automatically withdrawn from that course, as it will be assumed that the student who does not interact during the first two weeks has no intention of attending the course. The student may re-join the class by prompt notification to Crestpoint and by prompt completion of an interaction shortly thereafter.

If an emergency prevents attendance in this period, please email Academic Support (academicsupport@crestpoint.edu) as soon as possible.

Fulfilling the weekly interaction requirement is particularly important for students receiving financial aid. Federal regulations require the school to withdraw students from financial aid who go 14 consecutive days without fulfilling an interaction requirement and to return any outstanding financial aid money to the government unless the student interacts with the school prior to the time that the withdrawal is completed. If you are unable to fulfill a weekly interaction requirement, it is critical that you stay in contact with the school so that other arrangements can be made.

COURSE GRADES

Grades are issued on a classical A through F scale based on the grades scored on the assessments, per this syllabus.

All examinations and assignments are due no later than Monday, January 5, 2026 at 11:59 PM EASTERN TIME.

Lecture and reading assignments schedule

WEEK ONE

This class will provide an introduction to the concept of drafting legal contracts. We will focus on what the contract does, basic drafting terminology, the risks involved with each party signing the contract, remedies and warranties for non-compliance, and covenants and conditions.

Assigned Reading:
Chapters 1-4

Assignment due this week:
Discussion question: Discuss, in 2-3 paragraphs, the elements of the misrepresentation defense in contract law. Doing a little outside research as needed, discuss briefly how modern rules have relaxed the "intent" requirement for misrepresentation as a contract defense. You do not need to cite outside sources.

WEEK TWO

This class will focus on the introductory provisions of the contract that outline the parties entering into the agreement, and the reasons that the parties are entering into the agreement. Also, this class will focus on performance provisions, closing provisions, substantive business provisions, and general contract provisions.

Assigned Reading:
Chapters 5-7

Assignment due this week:
Discussion question: Discuss, in 2-3 paragraphs, some of the things that are very important to remember when writing provisions that expand or reduce rights and/or obligations of parties.

WEEK THREE

Tonight's class will discuss the effectiveness of providing a definition section within the contract for commonly used terms that will appear throughout the contract, and the guidelines for doing so. The class will also focus on what is commonly referred to as the "action sections" of a contract that tell the parties how performance will be made to achieve the overall objective of the contract. We will also discuss drafting representations and warranties in the past, present, and future tenses; drafting the substance of covenants; and drafting contractual conditions.

Assigned Reading:
Chapters 8-11

Assignment due this week: Assignment 1

WEEK FOUR

In this class, we will look at discretionary authority within a contract by giving one of the parties to the contract a choice or permission to do something as it relates to fulfilling the contract. We will also discuss the difference between the terms *will* and *shall* and how to appropriately use these terms within a contract.

Assigned Reading:

Chapters 12-14

Assignment due this week:
Discussion question: When drafting covenants in legal documents, how should attorneys balance the need for specificity and enforceability with the client's interest in flexibility, and what risks arise if that balance is not properly maintained? Please answer in 2-3 paragraphs.

WEEK FIVE

This week we will be discussing the art of drafting termination, default, and dispute resolution provisions within a contractual agreement. We will also discuss how to draft provisions concerning assignment and delegation of duties and rights, severability, amendments, merger provisions, and counterparts.

Assigned Reading:

Chapters 15-16

Assignment due this week:
Discussion question: In drafting termination, default, and dispute resolution clauses, how can attorneys ensure that these provisions both protect their client's interests and remain enforceable under contract law, especially when considered alongside related clauses such as assignment, severability, amendments, merger, and counterparts? Please answer in 2-3 paragraphs.

WEEK SIX

This week we will discuss the importance of the signatures on the contractual agreement, and ensuring that the contract is properly executed; and we will move into the area of drafting a clear and unambiguous contract and discuss the importance of drafting the contract in plain English.

Assigned Reading:

Chapters 17-18

Assignment due this week: Assignment 2

CLASS SEVEN

This week continues with our discussion of drafting the contract clearly and unambiguously. We will discuss the importance of the format, or the look of, the contract for legibility purposes; and the importance of drafting clear and concise sentences within the contract. Since contractual ambiguity can be a major source of litigation and confusion, the second class will be largely devoted to how ambiguities can arise in a contract, and what can be done to make a contract less ambiguous. We will also look at the proper way to draft numerical and financial provisions within a contract.

Assigned Reading:

Chapters 19-22

Quiz due this week: Quiz 1

WEEK EIGHT

This week will focus on the proper way to draft gender-neutral statements and provisions, contractual exceptions, and miscellaneous contract provisions. We will also focus on simplifying complex contractual language and provisions. Then, will discuss the importance of organizing a contract in a way that causes the contract to flow in a logical manner. We will also discuss the initial thought process that must be taken into consideration when preparing to draft a contract, and the initial research that needs to be done in preparing to draft the contract.

Assigned Reading:

Chapters 23-27

Quiz due this week: Quiz 2

WEEK NINE

This class will discuss things to look out for, and good comments and suggestions to make, when one lawyer reviews a contract drafted by the opposing lawyer representing the other party to the agreement. We will also look at amendments, consents and waivers, what they mean and how they differ. Finally, we will discuss ethical issues that lawyers may face when drafting contracts, what they are, and how you can remain ethical while advocating for your client.

Assigned Reading:

Chapters 28- 30

Assignment due this week: Assignment 3

WEEK TEN

Now that you know all about drafting contracts, we will look at some actual contracts, used in the real world, discuss why they are written the ways they are, and how different wording would change the meaning of the agreements.

Assigned Reading:

Class Thirteen Contracts in Course materials

Assignment due this week:
Discussion question: Think of, describe and cite an example of how small changes in phrasing or emphasis can alter the enforceability or the practical effect of contract clauses in actual disputes.

WEEK ELEVEN

We continue our look at real world contracts and discuss why we choose the language we choose.

Assigned Reading:

Class Fourteen Contracts in Course materials

Assignment due this week:
Discussion question: Choose two real-life types of contracts and explain particular things that must be carefully drafted in those agreements.

WEEK TWELVE

This week's class will actually draft a contract in class, so that you can see the process.

Assigned Reading:

Form Contract and Client Notes in Course Materials

Assignment due this week: Assignment 4