

LEGAL ADJACENCY'S BONUS PLAIN LANGUAGE WRITING TIPS

1

Use *neither* when there are 2 parties. Use *none* with 3 or more parties.

2

A "be" verb (e.g. is, being, be, are, was, or were) followed by a past-tense verb is passive construction. Search for those words help turn your writing from passive to active.

3

Avoid using provisos (e.g., *provided that*). They have 3 problems:

1) meaning is unclear, because creates a condition, an exception, or an add-on;

2) the reach of the qualification is often unclear, particularly in longer sentences; and

3) using them makes the phrase longer and chunkier.

Best to find clearer wording than *provided that*. Also try breaking thoughts into multiple, shorter phrases.

4

We often find the word ***of*** in wordy construction. Search your contract for ***of*** to see whether it's propping up a wordy block of text.

5

Replace ***and/or*** wherever it appears in your contract. Using it could be dangerous. If your intended meaning is *or*, then using ***and/or*** opens your clause to an *and* situation. An adversarial reader could exploit that ambiguity by making a justifiable case that you meant to allow for both ***and*** and ***or*** to be possible. Bottom line, only use ***or*** if you mean ***or***, and use ***and*** if you mean ***and***.