

CONTRACT LANGUAGE

In any contract, the most important thing is that the words clearly express the intent of the parties, what they are agreeing to.

Carefully read a contract before you sign it. Do you understand what it is saying? Is there something that can be stated more clearly so that it clearly indicates what it is that you want?

Contracts should contain the full names of the parties and their addresses, so that they are identifiable, and the dates that the parties sign the contracts. Unless specifically required under a particular law, the signings of contracts do not need to be witnessed.

"In witness whereof" does not have anything to do with witnesses to the signatures. It means "as evidence of which", or "to demonstrate their agreement".

CONTRACT TERMS

Unless the parties wish to have the contract declared invalid if any of the provisions are illegal or unenforceable, the contract needs to contain a **Severability Clause**, such as: "If any one or more of the provisions contained in this Agreement shall be held illegal or unenforceable by a court, no other provisions shall be affected by this holding. The parties intend that in the event one or more provisions of this Agreement are declared invalid or enforceable, the remaining provisions shall remain enforceable and this Agreement shall be interpreted by a Court in favor of survival of all remaining provisions."