
K-Notes: Plain Language Contract Drafting

Kanye West's Contracts

Plain Language Alongside Legal

Having a dual-column document with legal language on one side and plain language on the other could be a possible solution when contracts are hard to understand.

"The sense is that someone is trying to pull a fast one on me...and that's a damaging conclusion from many perspectives. No one wants clients to conclude that."



Ross Guberman

President, Legal Writing Pro LLC

You don't have to blow the whole thing up in order to meet Kanye West at least halfway.

KEY TAKEAWAYS

- **Scan for Unnecessarily Complicated Phrases**

Whether manually with your eyes or with an online tool, you can look for ways to modify the language to make it less complicated.

- **Avoid Harmful Language**

Phrases like "hereinafter referred to" and "to the extent that" are generic legalese. Replace wordy phrases with single words and pay attention to any jargon that might be cut out. Be careful, though. Phrases like "notwithstanding anything to the contrary" have a legal layer to them that's important to keep in.

- **Maintain Integrity of the Contract**

Begin by bracketing off phrases or words that you know have to be kept or have substantive value. Words like "materiality", "reasonable efforts", and "severable". When you go back to simplify, it will be clear what needs to stay.

- **Consider the Audience's Reception**

Ask if the client or signee will be able to reasonably understand the contract. It doesn't have to be super simple, but it does need to be understood. Avoid making the client suspicious of whether they are being taken advantage of or not.